



United States Department of the Interior
Bureau of Land Management

Eastern States
7450 Boston Boulevard
Springfield, Virginia 22153
<http://www.es.blm.gov>



October 19, 2009

**NOTICE OF COMPETITIVE LEASE SALE
OIL AND GAS**

In accordance with Federal Regulations 43 CFR Part 3120, the Eastern States Office is offering competitively 212 parcels containing 95,156.36 acres of Federal lands in Alabama, Arkansas and Louisiana, for oil and gas leasing.

This notice provides:

- the time and place of the sale;
- how to register and participate in the bidding process,
- the sale process;
- the conditions of the sale,
- how to file a noncompetitive offer after the sale;
- how to file a presale noncompetitive offer; and
- how to file a protest to our offering the lands in this Notice.

When and where will the sale take place?

When: The competitive oral auction will begin at **10:00 a.m. on December 3, 2009**.
The sale room will open at 9:00 a.m. to allow you to register and obtain your bid number.

Where: The sale will be held at the Bureau of Land Management, Eastern States Office, 7450 Boston Boulevard, Springfield, VA 22153. Parking is available.

Access: The sale room is accessible to persons with disabilities. If assistance is needed for the hearing or visually impaired, contact the Minerals Adjudication Team on (703) 440-1727, or at the mailing address on the letterhead of this notice by November 3, 2009.

Information regarding leasing of Federal minerals overlain with private surface, referred to as "Split Estate", is available at the following Washington Office website. A Split Estate brochure is available at this site. The brochure outlines the rights, responsibilities, and opportunities of private surface owners and oil and gas operators in the planning, lease sale, permitting/development, and operations/production phases of the oil and gas program: http://www.blm.gov/bmp/Split_Estate.htm.

What is the sale process?

Starting at 10:00 a.m. on the day of the sale:

- the auctioneer will offer the parcels in the order they are shown in the attached notice;
- all bids are on a per-acre basis, rounded up to whole acres, for the entire acreage in the parcel;
- the winning bid is the highest oral bid equal to or exceeding the minimum acceptable bid; and
- the decision of the auctioneer is final.

How do I participate in the bidding process?

If you, or the party you represent, owe the United States any monies which were due the day of a previous oil and gas lease auction conducted by any BLM office – the minimum monies owed the day of the sale – you will not be allowed to register to bid at this lease sale. The Mineral Leasing Act sets out that leases be issued to a “responsible qualified bidder.” (30 U.S.C. 226(b)(1)(A)). Any bidder, or party represented by a bidding agent, who does not pay the minimum monies owed the day of the sale is considered as not meeting the qualifications to hold a lease – that is, is not considered a “responsible qualified bidder” – and will be barred from participating in any oil and gas lease auction until that debt to the United States is settled.

To participate in the bidding process, you must fill out a registration form identifying the lessee’s name and address that will be shown on the lease form and get a bidder number. If you are bidding for more than one party, you must register and obtain a separate bidder number for each company or individual you represent. We will begin registering bidders in the Conference Room at 9:00 a.m. on the day of the sale. You must display your bidder number to the auctioneer when you make a bid.

When you register to bid, you will be asked to sign a statement that your bid is a good faith intention to acquire an oil and gas lease and that you understand that any winning bid will constitute a legally binding commitment to accept the lease and pay monies owed, whether or not a lease is subsequently issued. Further, you will acknowledge that you understand it is a crime under 18 U.S.C. 1001 and 43 U.S.C. 1212 to knowingly and willfully make any false, fictitious or fraudulent statements or representations regarding your bidder registration and intent to bid, accept a lease and pay monies owed.

NOTICE: To assure the fairness and legitimacy of the auction process, the auctioneer or the authorized officer may at any time temporarily suspend the auction. The authorized officer will resume the auction as soon as possible on the same day when the fairness and legitimacy of the auction process is assured. If before the conclusion of the auction, the authorized officer finds that one or more tracts have been purchased by a bidder who cannot or does not intend to make the required payments of rentals and bonus bids, the authorized officer may nullify the sale of that tract or tracts, and auction those tract(s) again on the same day. If the authorized officer finds that one or more tracts have been purchased by good-faith bidders, but that the auction of those tracts was or may have been tainted by the bidding of a person unwilling or unable to

make the required payments of rentals or bonus bids, the authorized officer may offer the winning bidders a reasonable time to elect to rescind the lease agreement and receive a refund of rentals and bonus bids. The authorized officer may at any time exclude from the auction any person who is unwilling or unable to make required payments of rentals and bonus bids, or who does not cooperate in good faith with inquiries by the authorized officer or other federal official regarding any person's intention or ability to pay the required rentals and bonus bids for any tract.

What conditions apply to the lease sale?

- **Parcel withdrawal or sale cancellation:** We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw a parcel, we will post a notice in Eastern States' Public Room. You may also get the number(s) of withdrawn parcels by contacting the Minerals Adjudication Team on (703) 440-1727. If there's a need to cancel the sale, we will try to notify all interested parties in advance.
- **Payment due on the day of the sale:** You cannot withdraw a bid. Your bid is a legally binding contract. For **each parcel** you are the successful high bidder, you must pay the minimum bonus bid of \$2 per acre or fraction thereof, the first year's rental \$1.50 per acre or fraction thereof, and a nonrefundable administrative fee of \$145. You must make this payment directly after the sale in BLM-ES' Accounts Department. **Any unpaid balance of the bonus bid must be submitted to the BLM-ES by 4:30 p.m., December 17, 2009,** which is the tenth business day following the sale. If you do not pay the balance due by this date, you forfeit the right to the lease and all monies paid on the day of the sale. If you forfeit a parcel, we may re-offer it on a later sale date.

The minimum monies owed the day of the sale for a winning bid are monies owed to the United States, whether or not a lease is issued. (43 CFR 3120.5-2(b) and 43 CFR 3120.5-3(a)). If payment of minimum monies owed the day of the sale is not received by the dates and time specified above, the Bureau of Land Management will issue a bill for the monies owed, and if payment is not received by the bill due date, the United States will pursue collection by all available methods, and when appropriate, issue late fees, civil penalties, interest, administrative charges and penalties on past due amounts. "All available methods" include, but are not limited to, referral to collection agencies and credit reporting bureaus, salary or administrative offset, Federal and State payments, including goods or services, Federal and State tax refunds, and retirement payments. The debt may be sent to the Internal Revenue Service for inclusion as income to you on Form 1099C, Collection of Debt. (Federal Claims Collection Act of 1966, as amended; The Debt Collection Improvement Act of 1996; and 31 CFR 285, Debt Collection Authorities Under the Debt Collection Act of 1966.)

- **Forms of payment:** You can pay by personal check, certified check, money order, or credit card (Visa, MasterCard, American Express, and Discover cards only). Cash is unacceptable. If you plan to make your payment using a credit card, you should contact your bank prior to the sale and let them know you will be making a substantial charge against your account. If you pay by check, please make checks payable to: **Department of the Interior - BLM.** If a check you have sent to us in the past has been returned for

“insufficient funds” we will require that you give us a guaranteed payment, such as a certified check.

Effective February 1, 2005, BLM will not accept credit card or debit card payments to the Bureau for any amount equal to or greater than \$100,000 for any purpose. We also will not accept aggregate smaller amounts to bypass this requirement. We encourage you to make any payments of \$100,000 or more by Automated Clearing House (ACH).

What are the terms and conditions of a lease issued as a result of this sale?

- **Term of the lease:** A lease is issued for a primary term of 10 years. It continues beyond that if it has production in paying quantities. We charge a royalty of 12.5 percent of the value of oil or gas removed or sold from a lease. You will find other lease terms on our standard lease form (Form 3100-11, October 2008).
- **Stipulations:** Some parcels are subject to surface use stipulations. They are requirements or restrictions on how you conduct operations. These stipulations are included in the parcel descriptions on the attached list. They become part of the lease and supersede any inconsistent provisions in the lease form.
- **Bid Form:** Successful bidders must submit a signed competitive lease bid form (Form 3000-2, August 2007) with their payment on the day of the auction. This form is a legally binding offer by a prospective lessee to accept a lease and all applicable terms and conditions. We recommend you get the form and complete part of it before the auction, leaving part to be filled out at the auction. Your completed bid form certifies that you are qualified to be a lessee under our regulations at 43 CFR Part 12 and Subpart 3102.5-2. It also certifies that you comply with 18 U.S.C. 1860, a law prohibiting unlawful combinations, intimidation of or collusion among bidders.
- **Issuance of a lease:** We (the BLM) will issue your lease within 60 days of the sale date by signing the lease form provided you have paid your fees and rent. The effective date of a lease is the first day of the month following the month in which we sign the lease. We can make it effective the first day of the month in which we sign it, if we receive your written request before we sign the lease.

How do I file a noncompetitive over-the-counter offer after the auction?

You may be able to get a noncompetitive lease for a parcel we offered if –

- we did not withdraw it from the sale;
- it did not receive a bid; and
- it does not have a noncompetitive pre-sale offer pending.

Parcels that meet all these criteria are available on a first-come, first-served basis for two years from the date of the auction. If you want to file a noncompetitive offer for unsold parcel immediately after the sale or on the next business day, give us the items listed above under presale offers in a sealed envelope marked “Noncompetitive Offer.” We consider all noncompetitive offers that we receive on the day of the sale and the first business day after the sale as filed at the same time (simultaneously). Where an unsold parcel receives more than one simultaneous filing, we will hold a public drawing in our Public Room to determine first priority.

How do I file a noncompetitive “pre-sale” offer?

Per Federal Regulations 43 CFR 3110.1(a), you can file a noncompetitive pre-sale offer for lands that –

- are available,
- have not been under lease during the previous one-year period; or
- have not been included in a competitive lease sale within the previous two-year period.

If no bid is received on them, your pre-sale offer gives you priority over any offer filed after the auction. In the list of parcels attached to this notice, we have used an asterisk to mark any parcel that has a pending pre-sale offer. By filing a pre-sale offer, you are consenting to all terms and conditions of the lease, including any stipulations for listed on the attachment to this notice.

To file a —pre-sale offer, you must send us --:

- A standard lease form (Form 3100-11, October 2008), which is properly filled out, as required by the regulations under 43 CFR 3110;
- the first year’s advance rent in the amount of Rental \$1.50 per acre or fraction thereof; and
- a non-refundable administrative fee in the amount of \$375.00.

NOTE: You cannot file a “pre-sale offer for any of the lands included in this Notice.

Can I protest BLM’s decision to offer the lands in this Notice for lease?

Yes. Under Federal Regulations 43 CFR 3120.1-3, you may protest the inclusion of a parcel listed in this sale notice. All protests must meet the following requirements:

- We must receive a protest no later than close of business on the 15th calendar day prior to the date of the sale. If our office is not open on the 15th day prior to the date of the sale, a protest received on the next day our office is open to the public will be considered timely filed. The protest must also include any statement of reasons to support the protest. We will dismiss a late-filed protest or a protest filed without a statement of reasons.
- A protest must state the interest of the protesting party in the matter.
- You may file a protest either by mail in hardcopy form or by fax. You may not file a protest by electronic mail. A protest filed by fax must be sent to (703) 440-1551. A protest sent to a fax number other than the fax number identified or a protest filed by electronic mail will be dismissed;
- If the party signing the protest is doing so on behalf of an association, partnership or corporation, the signing party must reveal the relationship between them. For example, unless an environmental group authorizes an individual member of its group to act for it,

the individual cannot make a protest in the group's name.

If BLM receives a timely protest of a parcel advertised on this Sale Notice, how does it affect bidding on the parcel?

We will announce receipt of any protests at the beginning of the sale. We will also announce a decision to either withdraw the parcel or proceed with offering it at the sale.

If I am the high bidder at the sale for a protested parcel, when will BLM issue my lease?

We will make every effort to decide the protest within 60 days after the sale. We will issue no lease for a protested parcel until the State Director makes a decision on the protest. If the State Director denies the protest, we will issue your lease concurrently with that decision.

If I am the successful bidder of a protested parcel, may I withdraw my bid and receive a refund of my first year's rental and bonus bid?

No. In accordance with Federal Regulations (43 CFR 3120.5-3) you may not withdraw your bid.

If BLM upholds the protest, how does that affect my competitive bid?

If we uphold a protest and withdraw the parcel from leasing, we will refund your first year's rental, bonus bid and administrative fee. If the decision upholding the protest results in additional stipulations, we will offer you an opportunity to accept or reject the lease with the additional stipulations prior to lease issuance. If you do not accept the additional stipulations, we will reject your bid and we will refund your first year's rental, bonus bid and administrative fee.

If BLM's decision to uphold the protest results in additional stipulations, may I appeal that decision?

Yes. An appeal from the State Director's decision must meet the requirements of Title 43 CFR §4.411 and Part 1840.

Can I appeal BLM's decision to deny my protest?

Yes. An appeal from the State Director's decision must meet the requirements of Title 43 CFR §4.411 and Part 1840.

Can I withdraw my bid if the protestor files an appeal?

No. If the protestor appeals our decision to deny the protest, you may not withdraw your bid. We will issue your lease concurrently with the decision to deny the protest. If resolution of the appeal results in lease cancellation, we will authorize refunds of the bonus bid, rental and administrative fee, if—

- there is no evidence that the lessee(s) derived any benefit from possession of the lease during the time they held it, and;
- There is no indication of bad faith or other reasons not to refund the rental, bonus bid

and administrative fee.

Where can I get copies of the BLM forms mentioned in the Notice?

Form 3100-11 (October 2008), Offer to Lease and Lease for Oil and Gas, and Form 3000-2 (August 2007), Competitive Oil and Gas or Geothermal Resources Lease Bid may be downloaded from the following Forms Central web address: <http://www.blm.gov/blmforms/>.

When is BLM-ES' next competitive sale date?

The next sale is tentatively scheduled for March 18, 2010. We will notify the public in advance should this date change.

Who should I contact if I have questions regarding this lease sale?

For more information, please contact LaVonna Smith on (703) 440-1532 or the Minerals Adjudication Team on (703) 440-1727.

/s/ Sherlena Clark
Acting Supervisory Land Law Examiner
Division of Natural Resources

Competitive Oil and Gas Lease Sale

By completing this form, I certify that the undersigned, or the principal party whom the undersigned is acting on behalf of, is in compliance with the applicable regulations and leasing authorities governing a bid and subsequent lease, including the qualification requirements at 30 U.S.C. 181, and 43 C.F.R. subpart 3102.

I certify that any bid I make or submit in any way is a good-faith declaration of intent by me or by my principal to acquire and to pay for an oil and gas lease on the offered lands. Further, I acknowledge that if a bid is declared the high bid, it will constitute a legally binding commitment to execute BLM Form 3000-2 and to accept the lease.

Additionally, if a bid I make or submit in any way is declared the high bid, the undersigned or the principal party will pay to the Bureau of Land Management by the close of official business hours on the day of the auction, or such other time as may be specified by the authorized officer, an amount at least equal to minimum monies owed the day of sale for that bid, as set out in applicable regulations. I acknowledge that these monies are due to the Bureau of Land Management, whether or not a lease is subsequently issued as a result of the winning bid. I understand that if payment is not received by the due date and time, the bid is rejected and the Bureau of Land Management will issue a bill for monies owed. Further, I understand that if payment is not received by the bill due date, the United States will pursue collection by all available methods, and will assess appropriate late fees, civil penalties, interest, administrative charges and penalties on past due amounts. (Federal Claims Collection Act of 1966, as amended; The Debt Collection Improvement Act of 1966; and 31 CFR 285. Debt Collection Authorities Under the Debt Collection Act of 1966).

It is a crime under 18 U.S.C. 1001 and 43 U.S.C. 1212 for any person to knowingly and willfully make any false, fictitious or fraudulent statement or representation on this form, on BLM Form 3000-2, or on any other written statement on any public land matter.

A separate registration is required for each company or individual you are representing.

Please fill in the principal's name and address as it will appear (as lessee) on any issued lease. We will send a copy of the lease and billing notices to the name and address as shown below. (NOTE: Please use the same lessee name and address information on BLM Form 3000-2.)

Bidder Number (leave blank)

Lessee Name: _____

Mailing Address: _____

City: _____

State: _____ Zip Code: _____

Bidder Name: _____ Phone number: _____
(including area code)

Relationship to lessee: _____
(Self, Agent, Attorney-in-fact, President, etc.)

Signature

Date

HOTEL INFORMATION

Holiday Inn
6401 Brandon Avenue
Springfield, Virginia
(703) 644-5555

Comfort Inn
6560 Loisdale Court
Springfield, Virginia
(703) 942-0140

Hampton Inn
6550 Loisdale Court
Springfield, Virginia
(703) 922-9000

Ramada Plaza Hotel
4641 Kenmore Avenue
Alexandria, Virginia
(703) 922-9000
Hotel shuttle to National Airport and Metro Subway

Directions to Bureau of Land Management – Eastern States:

From Washington, DC: take I-395 South through the Springfield Interchange to where I-395 becomes I-95. Continue on I-95 to Backlick/Fullerton Road Exit 167. At the light turn right onto Fullerton Road. At the third light, turn left onto Boston Boulevard (COSTCO to the left). Eastern States is approximately 0.3 miles on the right.

From Maryland: Take I-95/I-495, Capital Beltway's Inner Loop, across the Wilson Bridge to Alexandria, VA. Continue on I-95/I-495 to the I-395 Interchange; FOLLOW I-95, SOUTH, towards Richmond, VA. Take Exit 167, Backlick Road/Fullerton Road - the second exit south of the Beltway. At the FIRST Stoplight, Turn RIGHT onto Fullerton Road. At the THIRD Stoplight, Turn LEFT onto Boston Boulevard. Eastern States office (7450 Boston Boulevard) is about 0.3 miles on your right. Take either the sixth or seventh driveway to the right. Public parking is behind the building.

Traveling North I-95 in Virginia: Take I-95 NORTH, to Exit 166-B, Backlick Road/Fullerton Road, just past the fuel tank farm. Take Exit 167, to Fullerton Road - the second exit. At the FIRST Stoplight, Turn LEFT onto Fullerton Road. At the SECOND Stoplight, Turn LEFT onto Boston Boulevard. Eastern States office (7450 Boston Boulevard) is about 0.3 miles on your right. Take either the sixth or seventh driveway to the right. Public parking is available.

TALLADEGA NATIONAL FOREST

ES-001-12/09 ALES 55945 ACQ

Alabama, Dallas County, Talladega, NF
T19N, R11E, St. Stephens Meridian
Sec. 6, Tract 0-294.
46.05 Acres
\$70.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-002-12/09 ALES 55946 ACQ

Alabama, Perry County, Talladega NF
T20N, R9E, St. Stephens Meridian
Sec. 1, N2NE, NENW.
114.99 Acres
\$172.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-003-12/09 ALES 55947 ACQ

Alabama, Perry County, Talladega NF
T20N, R9E, St. Stephens Meridian
Sec. 13, That part of Tract 0-37 lying in the SW;
Sec. 14, SE, E2NW;
Sec. 23, N2NENE, NWNE.
341.47 Acres
\$513.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-004-12/09 ALES 55948 ACQ

Alabama, Perry County, Talladega NF
T21N, R7E, St. Stephens Meridian
Sec. 1, W2SE, SW, W2NW, NENW;
Sec. 2, NE, N2SE, SWSE;
Sec. 12, W2NW.
675.18 Acres
\$1014.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-005-12/09 ALES 55949 ACQ

Alabama, Perry County, Talladega, NF
T21N, R8E, St. Stephens Meridian
Sec. 4, NWNE, N2NW;
Sec. 5, N2NE, SWNW;
Sec. 8, NW;
395.40 Acres
\$594.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-006-12/09 ALES 55950 ACQ

Alabama, Perry County, Talladega, NF
T21N, R8E, St. Stephens Meridian
Sec. 12, That part of NE lying East and South of River, S2S2;
Sec. 13, All, less E2SE and less 2 acres in SW Corner SENE.
444.85 Acres
\$667.50 Rental
Subject to F.S. Notice to Lessee No. 3.
Subject to F.S. No Surface Occupancy Stipulation #2.

ES-007-12/09 ALES 55951 PD

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 34, NWSW.
41.18 Acres
\$63.00 Rental
Subject to F.S. Special Stipulation No. 3.

ES-008-12/09 ALES 55952 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 4, W2NW;
Sec. 6, W2NW;
Sec. 10, S2S2SW, E2SWSE, SESE;
Sec. 13, SWSE, That part of S1/2 SWSW lying south of Oakmulgee Creek.
308.88 Acres
\$463.50 Rental
Subject to F.S. Special Stipulation No. 3.

ES-009-12/09 ALES 55953 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 16, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Special Stipulation No. 3.

ES-010-12/09 ALES 55954 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 17, NWSW;
Sec. 18, SWNE, NESE;
Sec. 19, Part SESW described as follows: Begin at SE Corner SESW;
thence North 5.0 chains; thence West 16.68 chains; thence
South 5.0 chains; thence East 16.68 chains to point of beginning.
Sec. 20, SWNE, NWSE, NESW, S2NW, W2NWNW.
346.86 Acres
\$520.50 Rental
Subject to F.S. Special Stipulation No. 3.

ES-011-12/09 ALES 55955 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 22, NWNE, W2SW, NW;
Sec. 23, S2SW, NESW, SWSE less 0.309 acres quitclaimed to
H.T. Smith on 3-13-85 (See Exhibit "A").
438.93 Acres
\$658.50 Rental
Subject to F.S. Special Stipulation No. 3.
(Note: Exhibit "A" will be made able for viewing prior to sale date.)

ES-012-12/09 ALES 55956 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 24, NE, S2, E2NW, NWNW.
594.98 Acres
\$892.50 Rental
Subject to F.S. Special Stipulation No. 3.

ES-013-12/09 ALES 55957 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 25, N2NE, S2SE, SW, E2E2NW;
Sec. 26, S2SENE, E2SE, SWSE, S2SW, NWSW, SWNW.
653.05 Acres
\$981.00 Rental
Subject to F.S. Special Stipulation No. 3.

ES-014-12/09 ALES 55958 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 27, E2SE, NWSE;
Sec. 28, NE, N2NW, N3/4S2NW, NWSW, S2SW, W2SE.
620.63 Acres
\$931.50 Rental
Subject to F.S. Special Stipulation No. 3.

ES-015-12/09 ALES 55959 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 30, W2NE, NENW;
Sec. 33, E2SW, NESE, SWSE;
Sec. 34, SESW, SWSW, S2SWSE.
386.88 Acres
\$580.50 Rental
Subject to F.S. Special Stipulation No. 3.

ES-016-12/09 ALES 55960 ACQ

Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 35, NE, NENW, W2NW, NESE.
332.66 Acres
\$499.50 Rental
Subject to F.S. Special Stipulation No. 3.

ES-017-12/09 ALES 55961 ACQ
Alabama, Perry County, Talladega N.F.
T21N, R10E, St. Stephens Meridian
Sec. 36, All.
670.00 Acres
\$1,005.00 Rental
Subject to F.S. Special Stipulation No. 3.

ES-018-12/09 ALES 55962 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 1, All.
600.48 Acres
\$901.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-019-12/09 ALES 55963 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 2, E2NE, SWNE, S2, NW.
600.64 Acres
\$901.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-020-12/09 ALES 55964 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 3, E2, SW, E2NW, SWNW.
599.63 Acres
\$900.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-021-12/09 ALES 55965 ACQ
Alabama, Calhoun County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 4, SENE, E2SE, SWNW, Part of Tract T-2115p lying in the S2SW containing 57.75 acres;
Sec. 5, E2NESENE, E2SESENE, E2SE, Part of the SWSE lying east of the mountains (the top of the mountain being the line), SWSW less 1.15 acres off east side of forty;
Sec. 6, SESESE, S2SWSESE;
Sec. 7, E2E2, E2NENWNE, E2SWNWNE, SENWNE, SWNE, SWSE less 9.53 acres on west side.
610.38 Acres
\$916.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-022-12/09 ALES 55966 ACQ

Alabama, Calhoun County, Talladega NF

T14S, R10E, Huntsville Meridian

Sec. 8, NENE, NWNE except 10 acres off of the south part of said forty lying South and East of Choccolocco Creek; SENE, W2, SE.

620.77 Acres

\$931.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-023-12/09 ALES 55967 ACQ

Alabama, Calhoun County, Talladega NF

T14S, R10E, Huntsville Meridian

Sec. 9, E2NE, SWNE, NW2 except 8.52 acres in NWNW, S2.

591.88 Acres

\$888.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-024-12/09 ALES 55968 ACQ

Alabama, Cleburne County, Talladega NF

T14S, R10E, Huntsville Meridian

Sec. 10, All.

641.20 Acres

\$963.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-025-12/09 ALES 55969 ACQ

Alabama, Cleburne County, Talladega NF

T14S, R10E, Huntsville Meridian

Sec. 11, All.

637.80 Acres

\$957.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-026-12/09 ALES 55970 ACQ

Alabama, Cleburne County, Talladega NF

T14S, R10E, Huntsville Meridian

Sec. 12, All.

642.00 Acres

\$963.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-027-12/09 ALES 55971 ACQ

Alabama, Cleburne County, Talladega NF

T14S, R10E, Huntsville Meridian

Sec. 13, All.

644.04 Acres

\$967.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-028-12/09 ALES 55972 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 14, All.

637.20 Acres

\$957.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-029-12/09 ALES 55973 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 15, All.

641.20 Acres

\$963.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-030-12/09 ALES 55974 ACQ

Alabama, Calhoun County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 16, All.

640.40 Acres

\$961.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-031-12/09 ALES 55975 ACQ

Alabama, Calhoun County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 17, All.

639.40 Acres

\$960.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-032-12/09 ALES 55976 ACQ

Alabama, Calhoun County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 18, NE, S2, SENW.

513.01 Acres

\$771.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-033-12/09 ALES 55977 ACQ

Alabama, Calhoun County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 19, E2, E2SW, SWSW, NW.

593.06 Acres

\$891.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-034-12/09 ALES 55978 ACQ

Alabama, Calhoun County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 20, All.
641.20 Acres
\$963.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-035-12/09 ALES 55979 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 21, All.
641.60 Acres
\$963.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-036-12/09 ALES 55980 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 22, All.
644.00 Acres
\$966.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-037-12/09 ALES 55981 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 23, All except 1 acre located in SESE.
642.00 Acres
\$963.00 Rental
Subject to F.S. Notice to Lessee No. 3.
S2SW, SWSE is also subject to F.S. Controlled Surface Use Stipulation #1.

ES-038-12/09 ALES 55982 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 24, All.
640.04 Acres
\$961.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-039-12/09 ALES 55983 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 25, All.
638.00 Acres
\$957.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-040-12/09 ALES 55984 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 26, N2, N2SE, SWSE, W2SW less 0.78 acres, NESW less 0.05 acres, SESW less 2.0 acres
in the form of a square in the NW corner.

601.11 Acres

\$903.00 Rental

Subject to F.S. Notice to Lessee No. 3.

NW, W2NE is also subject to F.S. Controlled Surface Use Stipulation #1.

ES-041-12/09 ALES 55985 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 27, All.

641.20 Acres

\$963.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-042-12/09 ALES 55986 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 28, All.

644.00 Acres

\$966.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-043-12/09 ALES 55987 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 29, All.

641.40 Acres

\$963.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-044-12/09 ALES 55988 ACQ

Alabama, Calhoun County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 30, All.

632.40 Acres

\$949.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-045-12/09 ALES 55989 PD

Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian

Sec. 26, SESE.

40.26 Acres

\$61.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-046-12/09 ALES 55990 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 31, All.
644.00 Acres
\$966.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES- 047-12/09 ALES 55991 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 32, All.
660.00 Acres
\$990.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-048-12/09 ALES 55992 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 33, All.
666.00 Acres
\$999.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-049-12/09 ALES 55993 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 34, All.
662.00 Acres
\$993.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES- 050-12/09 ALES 55994 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 35, All.
654.00 Acres
\$981.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-051-12/09 ALES 55995 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R10E, Huntsville Meridian
Sec. 36, All.
642.00 Acres
\$963.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-052-12/09 ALES 55996 PD

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian

Sec. 4, S2SW;

Sec. 5, NWNW;

Sec. 6, S2SW, SWSE;

Sec. 9, NWNW;

Sec. 20, NESE;

Sec. 30, NENW.

360.93 Acres

\$541.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-053-12/09 ALES 55997 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian

Sec. 4, E2, E2NW, N2SW.

479.46 Acres

\$720.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-054-12/09 ALES 55998 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian

Sec. 5, NWNE, E2NW, SWNW, SW, S2SE.

400.00 Acres

\$600.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-055-12/09 ALES 55999 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian

Sec. 6, NE, NW, N2SW, E2SE, NWSE.

522.93 Acres

\$784.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-056-12/09 ALES 56000 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian

Sec. 7, All.

646.20 Acres

\$970.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-057-12/09 ALES 56001 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 8, All.
638.40 Acres
\$958.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-058-12/09 ALES 56002 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 9, NWNE, E2NW, SWNW, S2.
480.51 Acres
\$721.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-059-12/09 ALES 56003 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 16, N2NE, SWNE, W2.
439.45 Acres
\$660.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-060-12/09 ALES 56004 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 17, All.
639.40 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-061-12/09 ALES 56005 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 18, All.
647.20 Acres
\$972.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-062-12/09 ALES 56006 ACQ
Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 19, All.
646.80 Acres
\$970.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-063-12/09 ALES 56007 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 20, N2, SW, NWSE.
518.27 Acres
\$778.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-064-12/09 ALES 56008 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 21, N2, SE less 1 acre for Pilgrim Rest Church described as follows: Start at NE corner of SWNE, run South along forty line 9 chs. to NE corner of Pilgrim Rest property, thence West 3.16 chs.; thence South 3.16 chs.; thence East 3.16 chs.; thence North 3.16 chs.; to point of beginning;
Sec. 22, SWSW.
518.55 Acres
\$778.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-065-12/09 ALES 56009 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 30, E2, NWNW, S2NW, SW.
606.56 Acres
\$910.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-066-12/09 ALES 56010 ACQ

Alabama, Cleburne County, Talladega NF
T14S, R11E, Huntsville Meridian
Sec. 31, All.
652.00 Acres
\$978.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-067 -12/09 ALES 56011 ACQ

Alabama, Calhoun County, Talladega NF
T15S, R9E, Huntsville Meridian

Sec. 1, E2, SESW, E2NW less and except two parcels described as:

Beginning at a point which is the SW corner of the SENW of said Section 1;

Thence S89°52'E, a distance of 274.60', thence N00°25'W, a distance of 21.0', thence N88°40'W, a distance of 274.58', thence S00°08'E a distance of 26.75', to the point of beginning, containing 0.150 acres, more or less.

Also: Beginning at a point which is the NW corner of said Section 1, thence east a distance of 1309.15', thence S00°08'E, a distance of 1541.34', to a point, said point being the true point of beginning of the boundary lines of the parcel of land to be described herein, thence

N81°50'E, a distance of 111.51', thence N48°26'E a distance of 87.00', thence N43°02'E, a distance of 303.47', thence N58°47'E, a distance 122.67', thence N57°55'E, a distance of 158.51', thence N37°00'E, a distance of 568.81', thence N71°21'W, a distance of 62.20', thence S62°14'W, a distance of 462.25', thence S45°51'W, a distance of 244.60', thence S69°53'W a distance of 226.00', thence N16°08'W, a distance of 330.83', thence S20°13'W, a distance of 51.41', thence S00°08'E, a distance of 722.80', to the point of beginning of the boundary lines of the parcel of land described herein, containing 7.044 acres.

That part of Tract 355a lying in the NWNW containing 14.26 acres.

All of tract 355b described as being that part of the SWNW and the NWSW and being that part of Sec. 1 lying above mean datum plane 772.63' MSC described as follows:

Beginning at a point on the E line of the SWNW of Sec. 1, T15S, R9E 1591.34'S of the NE corner of the NWNW of Sec. 1 thence con't S00°08'E along the E line of the SWNW, Sec. 1 a distance of 993.74', thence S89°52'W 200.00', to point on mean datum plane of 772.63' MSC, thence a chord traverse and distance on or near datum plane as follows: S56°56'W

800.00', thence N29°52'E

800.00', thence N40°08'W

800.00', thence S75°08'E

600.00', thence N55°20'E

492.41' to the point of beginning, containing 14.378 acres.

463.52 Acres

\$696.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-068-12/09 ALES 56012 ACQ

Alabama, Calhoun County, Talladega NF

T15S, R9E, Huntsville Meridian

Sec. 12, NE, NENW, All of tract 459Av described as:

Beginning at an existing iron marking the SW corner of Sec. 12, T15S, R9E, thence N02°06'W along the W line of said section 1327.42' to the NW corner of the SWSW of Sec. 12, thence S89°45'E along the N line of the SWSW 718.56' to the western line of the Shoal Creek Watershed Site No. 6 at elevation line sea datum elevation 772.63' purchased by the City of Anniston Water Works and Sewer Board recorded in Deed Book 1342 at pages 858 thru 861, thence meander along pool line as follows:

Pt. 3 to Pt. 4	S00°18'E 499.18',
Pt. 4 to Pt. 5	S56°02'W 200.00',
Pt. 5 to Pt. 6	S43°20'W 206.40',
Pt. 6 to Pt. 7	S33°58'E 86.10',
Pt. 7 to Pt. 8	S40°44'E 133.33',
Pt. 8 to Pt. 9	N63°52'E 169.42',
Pt. 9 to Pt. 10	N82°10'E 134.47',
Pt. 10 to Pt. 11	S15°33'E 300.56',
Pt. 11 to Pt. 12	N25°38'E 200.00',
Pt. 12 to Pt. 13	N08°16'W 146.30',

Pt. 13 to Pt. 14 N40°00'W 148.90',
 Pt. 14 to Pt. 15 N01°18'W 95.85',
 Pt. 15 to Pt. 16 N80°04'E 236.72',
 Pt. 16 to Pt. 17 S62°21'E 140.42',
 Pt. 17 to Pt. 18 S14°11'E 346.10',
 Pt. 18 to Pt. 19 N16°31'E 133.22',
 Pt. 19 to Pt. 20 N41°30'E 428.16',
 Pt. 20 to Pt. 21 N34°57'W 296.70',
 Pt. 21 to Pt. 22 N87°35'W 114.55',
 Pt. 22 to Pt. 23 N15°26'E 335.78',
 Pt. 23 to Pt. 24 N56°46'E 241.45',
 Pt. 24 to Pt. 25 S41°56'E 156.98',
 Pt. 25 to Pt. 26 N28°17'E 298.52',
 Pt. 26 to Pt. 27 S83°39'E 386.21',
 Pt. 27 to Pt. 28 S64°48'E 226.48',

Pt. 28 to Pt. 28-A, thence S57°18'E along said pool line a distance of 27.09' to the E line of the NESW of Sec. 12, T15S, R9E, thence S01°29'43"E along the E line of NESW and the SESW to an existing lighter knot and rock corner marking the SE corner of the SESW a distance of 1733.42', thence N87°36'W along the S line of Sec. 12, a distance of 2507.66' to the point of beginning.

Also a tract beginning at an existing lighter knot and rock pile marking the SW corner of SWSE of Sec. 12, T15S, R9E, thence N01°29'43"W along W line of the SE Sec. 12 a distance of 1733.42' to a point where the W line of the SE Sec. 12 intersects the Shoal Creek Watershed at elevation 772.63' sea level datum being the property purchased by the City of Anniston Water Works and Sewer Board as recorded in Book 1342 at Pages 858 thru 861 said point marked on attached plat at Point 28-A, thence meander southerly along the city of Anniston Water Works and Sewer Board's Shoal Creek Watershed elevation line 772.63' as follows:

Pt. 28-A to Pt. 29 S57°18'E 130.61',
 Pt. 29 to Pt. 30 S 40°23'E 111.08',
 Pt. 30 to Pt. 31 S06°48'E 222.65',
 Pt. 31 to Pt. 32 S61°51'E 194.19',
 Pt. 32 to Pt. 33 S26°26'E 133.87',
 Pt. 33 to Pt. 34 S08°27'W 124.11',
 Pt. 34 to Pt. 35 S26°01'W 378.53',
 Pt. 35 to Pt. 36 S57°08'E 68.73',
 Pt. 36 to Pt. 37 N23°11'E 143.39',
 Pt. 37 to Pt. 38 N50°23'E 217.45',
 Pt. 38 to Pt. 39 S84°51'E 66.06',
 Pt. 39 to Pt. 40 S26°07'E 264.67',
 Pt. 40 to Pt. 41 S12°34'E 268.74',
 Pt. 41 to Pt. 42 S56°16'E 233.13',
 Pt. 42 to Pt. 43 S43°00'E 211.54',

Pt. 43 to Pt. 44 thence S32°52'E along elevation line 772.63' a distance of 164.29' to the S line of the SWSE of Sec. 12, T15S, R9E, said point being 89.64' W of a lighter knot and rock pile that existed in the year of 1971 but has been destroyed by Watershed and is underwater, thence N89°22'W along the S line of the SWSE of Sec. 12 a distance of 1159.38' to the point of beginning. Containing 98.47 acres, more or less.

\$447.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-069-12/09 ALES 56013 ACQ
Alabama, Calhoun County, Talladega NF
T15S, R9E, Huntsville Meridian
Sec. 13, E2, E2W2.
401.10 Acres
\$603.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-070-12/09 ALES 56014 ACQ
Alabama, Calhoun County, Talladega NF
T15S, R9E, Huntsville Meridian
Sec. 24, W2E2, E2W2, W2NW, NWSW, E2SE.
520.19 Acres
\$781.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-071-12/09 ALES 56015 ACQ
Alabama, Calhoun County, Talladega NF
T15S, R9E, Huntsville Meridian
Sec. 25, E2, E2W2.
558.60 Acres
\$838.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-072-12/09 ALES 56016 ACQ
Alabama, Calhoun County, Talladega NF
T15S, R9E, Huntsville Meridian
Sec. 36, E2, NENW, SW.
542.42 Acres
\$814.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-073-12/09 ALES 56017 ACQ
Alabama, Cleburne County, Talladega NF
T15S, R11E, Huntsville Meridian
Sec. 6, NENE, W2NE, SE, W2.
596.70 Acres
\$895.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-074-12/09 ALES 56018 ACQ
Alabama, Cleburne County, Talladega NF
T15S, R11E, Huntsville Meridian
Sec. 7, SENE, W2SE, NESE, SW, N2NW, SWNW.
432.02 Acres
\$649.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-075-12/09 ALES 56019 ACQ

Alabama, Cleburne County, Talladega NF

T15S, R11E, Huntsville Meridian

Sec. 18, W2SWNE, NENW, NWNW except the north 15.00 acres, S2NW, West 5 acres NESW, S2SW, NWSW, SESE, part of the NESE and part of the SENE described as follows:

Beginning at the SE Cor. of Sec. 18, T15S, R11E, thence N89°11'22"W, 1272.01' to the 1/16 cor.; thence N01°56'02"E, 1870.65' along and with the forty line; thence S85°33'51"E, 242.09'; thence N06°00'47"E, 654.52'; thence N28°17'06"E, 93.92'; thence N43°09'36"E, 160.68'; thence N45°30'33"E, 134.55'; thence N43°51'06"E, 103.56'; thence N49°25'00"E, 202.28'; thence N52°06'57"E, 110.75'; thence N40°49'03"E, 267.14'; thence N31°44'06"E, 87.53'; thence N06°56'54"W, 155.99'; thence N15°09'42"W, 256.33'; thence N19°34'30" W, 178.57' to a rock corner; thence S84°33'22"E, 230.11' to a rock corner; thence S84°33'22"E, 3913.68' to the point of beginning, containing 77.63 acres, more or less.

358.23 Acres

\$538.50 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-076-12/09 ALES 56020 ACQ

Alabama, Cleburne County, Talladega NF

T15S, R11E, Huntsville Meridian

Sec. 19, NW, N2SW, SESW, N2SWSE, SWSWSE, diagonal NW2SESWSE, Part of the NENE and part of the SENE described as follows:

Beginning at the NE corner of Sec. 19, T15S, R11E, thence N89°11'22"W, 1272.01' to the 1/16 corner; thence S00°00'15"E, 1105.85' to a branch; thence generally easterly and southeasterly with the meanders of said branch the following chord traverse and distances:

S85°23'29"E, 117.60 feet
S61°38'29"E, 173.00 feet
S67°58'29"E, 100.00 feet
S69°28'29"E, 128.00 feet
S41°29'29"E, 200.00 feet
S85°20'29"E, 83.00 feet
S57°52'00"E, 155.58 feet
N87°42'31"E, 62.00 feet
N72°57'31"E, 62.10 feet
S39°02'29"E, 184.00 feet
N84°37'31"E, 94.90 feet;
N86°45'00"E, 104.46 feet;
N00°14'31"E, 1608.60 feet to the point of beginning;

E2SE lying north of RR Row less: a parcel described as beginning at the SW Cor. of the SESE; thence N 660', thence E 640'', thence S 660', thence W 640' to point of beginning, less 1.64 acres quitclaimed to Joe Jackson and described as follows: All of that parcel of land in the E2SE of Sec. 19, T15S, R11E, Huntsville Meridian, Cleburne County, Alabama and more particularly described as follows: Commencing at the NE Cor. of the SESE of Sec. 19 T15S, R11E, thence; N 89°15'33"W, 122.54 to a 2" capped aluminum monument, said monument being the true point of beginning, thence; N88°08'58"W, 99.55' to a 2" capped aluminum monument, thence; S89°39'05"W, 297.54" to a 2"

capped aluminum monument, thence; S38°10'05"E, 63.45' to a 2" capped aluminum monument, thence; S50°30'58"E, 132.14' to a 2" capped aluminum monument, thence; S25°09'03"E, 178.04" to a 2" capped aluminum monument, thence; N60°12'43"E, 178.04 to a 2" capped aluminum monument, thence; N24°59'22"E, 86.50' to a 2" capped with aluminum, thence; N04°50'24"W, 127.88' to the true point of beginning, containing 1.64 acres, more or less. Also less 4.16 acres quitclaimed to Fred Phillips and described as follows: Commencing at the SE Cor. of Sec. 19, T15S, R11E, thence N00°14'31"E, 1701.29' with the section line to the true point of beginning; thence N00°14'31"E, 929.00' with the section line; thence N89°06'39"W with the quarter section line 345.00'; thence southeasterly with the meanders of a branch, the branch being the line, the following chord traverse and distances:

S25°00'00"E, 100.00 feet
 S15°00'00"E, 50.00 feet
 S20°00'00"E, 50.00 feet
 S13°00'00"E, 50.00 feet
 S20°00'00"E, 50.00 feet
 S17°00'00"E, 50.00 feet
 S21°00'00"E, 100.00 feet
 S05°00'00"E, 50.00 feet
 S15°00'99"E, 50.00 feet
 S05°00'00"E, 50.00 feet
 S10°00'00"E, 150.00 feet
 S03°00'00"E, 50.00 feet
 S25°00'00"E, 50.00 feet
 S55°00'00"E, 50.00 feet
 S36°00'00"E, 50.00 feet

S43°00'00"E, 70.50 feet to the true point of beginning. All being in the NESE, Sec 19, T15S, R11E, Cleburne Co., Alabama, and containing 4.16 acres, more or less. Also less 7.94 acres quitclaimed to Willie Hanvey and described as follows: Commencing at the SW Cor. of the SESE of Sec. 19, T15S, R11E, thence N00°00'15"W, 660.00' with the 16th line; thence S89°20'00"E, 160.80' to the true point of beginning; thence S89°20'00"E, 406.64'; thence N13°14'51"W, 677.76'; thence N89°15'30"W, 412.17' with 16th line to the NW Cor. of the SESE; thence S56°55'45"W, 133.31' to a hollow; thence southerly down the hollow to a spring the following chord traverse and distances:

S20°59'10"E, 99.52 feet
 S14°24'46"E, 121.08 feet
 S29°34'20"W, 123.94 feet to a spring; thence down Spring Branch the following chord traverse and distances:
 S40°37'40"E, 188.42 feet
 S49°31'34"E, 128.00 feet
 S56°59'52"E, 43.24 feet

S30°12'47"E, 23.10 feet to the true point of beginning. All being in Sec. 19, T15S, R11E, Cleburne Co., Alabama, and containing 7.94 acres, more or less NWSE less 0.80 acres quitclaimed to Hanvey and included in the lands described above in SWSE.

507.95 Acres

\$762.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-077-12/09 ALES 56021 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 1, All;
641.60 Acres
\$963.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-078-12/09 ALES 56022 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 2, NE less 3.89 Ac. parcel of land lying northerly of a drainage ditch
in NENE, NW, N2SW.
397.84 Acres
\$597.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-079-12/09 ALES 56023 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 3, E2NW, NWNW, SW, E2.
599.92 Acres
\$900.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-080-12/09 ALES 56024 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 4, SWNW, NWSW.
79.99 Acres
\$120.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-081-12/09 ALES 56025 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 5, NW, NESW, S2SW, E2.
599.66 Acres
\$900.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-082-12/09 ALES 56026 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 8, W2NE, S2.
401.42 Acres
\$603.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-083-12/09 ALES 56027 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 9, E2NE, SWNW less 8.92 acres in NE corner, SW, S2SE.
353.31 Acres
\$531.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-084-12/09 ALES 56028 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 10, NWNE, NW, S2.
521.59 Acres
\$783.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-085-12/09 ALES 56029 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 11, All.
640.12 Acres
\$961.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-086-12/09 ALES 56030 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 12, All.
636.80 Acres
\$955.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-087-12/09 ALES 56031 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 13, All.
638.16 Acres
\$958.50 Rental

ES-088-12/09 ALES 56032 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 14, All.
639.72 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3.
Subject to F.S. Controlled Surface Use Stipulation No. 1.

ES-089-12/09 ALES 56033 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 15, All.
640.56 Acres
\$961.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-090-12/09 ALES 56034 ACQ

Alabama, Clay & Cleburne Counties, Talladega N.F.
T18S, R7E, Huntsville Meridian
Sec. 16, NW, NWSW, E2SW, E2.
602.78 Acres
\$904.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-091-12/09 ALES 56035 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 1, NE, E2NW, SW, N2SE, SESE.
518.99 Acres
\$778.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-092-12/09 ALES 56036 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 2, E2SWSE, SESE;
Sec. 3, SWSW, S2S2SESE.
109.88 Acres
\$165.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-093-12/09 ALES 56037 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 9, N2, SW, N2SE, SWSE.
600.00 Acres
Subject to F.S. Notice to Lessee No. 3.

ES-094-12/09 ALES 56038 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 10, N2, SW, N2SE, SWSE.
600.00 Acres
900.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-095-12/09 ALES 56039 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 11, N2NE, SWNE, NWNW, SENW, SW, W2SE, SESE.
480.00 Acres
\$720.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-096-12/09 ALES 56040 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 12, SWNE, E2NE, N2NW, SENW.
239.28 Acres
\$360.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-097-12/09 ALES 56041 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 13, SENE, NW, NWSW, S2SW, SWSE, E2SE.
438.21 Acres
\$658.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-098-12/09 ALES 56042 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 14, N2NE, NW, N2SW;
Sec. 15, S2NE.
399.68 Acres
\$600.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-099-12/09 ALES 56043 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 20, NE, S2NW, SW, S2SE;
Sec. 21, SESE.
520.00 Acres
\$780.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-100-12/09 ALES 56044 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 22, N2, NESE.
360.00 Acres
\$540.00 Rental

Subject to F.S. Notice to Lessee No. 3.

ES-101-12/09 ALES 56045 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 23, W2NE, W2, SESE.
440.00 Acres
\$660.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-102-12/09 ALES 56046 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 24, W2SW.
50% U.S. Minerals Interest
80.00 Acres
\$120.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-103-12/09 ALES 56047 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 24, E2NENE, E2W2NENE, SWNE, SENE, NW, E2SW, SE.
510.00 Acres
\$765.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-104-12/09 ALES 56048 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 25, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-105-12/09 ALES 56049 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 26, SW less 6.16 Ac. for RR ROW, S2NWSE, SWSE,
S2SESE.
233.84 Acres
\$351.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-106-12/09 ALES 56050 ACQ

Alabama, Clay & Talladega Counties, Talladega N.F.
T19S, R6E, Huntsville Meridian
Sec. 27, All.

640.00 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-107-12/09 ALES 56051 PD

Alabama, Clay & Talladega County, Talladega NF
T20S, R6E, Huntsville Meridian
Sec. 6, N2, W2SW.
399.52 Acres
\$600.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-108-12/09 ALES 56052 ACQ

Alabama, Clay & Talladega County, Talladega NF
T20S, R6E, Huntsville Meridian
Sec. 4, W2NE, Part NW containing 107.94 Ac., also 2.64 ac. In SE Cor. of SENW and
NE Cor. of NESW; 0.53 Ac. In NW Cor. of SENW; 5.85 Ac. On north side of NESW and
20.60 ac. On north end of N2SW. Tract T-499 containing 0.23 Ac.
Sec. 5, S2.
537.83 Acres
\$807.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-109-12/09 ALES 56053 ACQ

Alabama, Clay & Talladega County, Talladega NF
T20S, R6E, Huntsville Meridian
Sec. 6, SE, E2SW.
239.71 Acres
\$360.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-110-12/09 ALES 56054 ACQ

Alabama, Clay & Talladega County, Talladega NF
T20S, R6E, Huntsville Meridian
Sec. 7, All.
639.56 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-111-12/09 ALES 56055 ACQ

Alabama, Clay & Talladega County, Talladega NF
T20S, R6E, Huntsville Meridian
Sec. 8, Part E2E2 north of Hwy containing 84.10 acres, W2NW, SENW;
Sec. 9, Part of Tract T-1 containing 12.25 ac. In the SWNW.
216.85 Acres
\$325.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-112-12/09 ALES 56056 ACQ

Alabama, Clay & Talladega County, Talladega NF
T20S, R6E, Huntsville Meridian
Sec. 18, NWNE, W2;
Sec. 19, SWSE, S2SW, NWSW.
519.07 Acres
\$780.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-113-12/09 ALES 56057 ACQ

Alabama, Clay & Talladega County, Talladega NF
T20S, R6E, Huntsville Meridian
Sec. 30, N2NW, SWNW, That part of SENW west of Horn Valley road
31.70 acres, that part NESW west Horn Valley Road 18.93 acres,
W2SW, less 13.30 acres.
Sec. 31, S2SE, SW, SWNW.
476.89 Acres
\$715.50 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-114-12/09 ALES 56058 ACQ

Alabama, Clay County, Talladega NF
T21S, R6E, Huntsville Meridian
Sec. 6, N2, SW, E2SE.
559.26 Acres
\$840.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-115-12/09 ALES 56059 ACQ

Alabama, Clay County, Talladega NF
T21S, R6E, Huntsville Meridian
Sec. 7, All.
639.04 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3.

ES-116-12/09 ALES 56060 ACQ

Alabama, Clay County, Talladega NF
T21S, R6E, Huntsville Meridian
Sec. 17, N2NW, SWNW;
Sec. 18, All.
759.12 Acres
\$1140.00 Rental
Subject to F.S. Notice to Lessee No. 3.

CONECUH NATIONAL FOREST, ALABAMA

ES-117-12/09 ALES 56061 ACQ

Alabama, Escambia County, Conecuh N.F.

T 1 N, R 12 E, St. Stephens Meridian

Sec 22, That part of Tract 10 lying east of Road 22;

Sec 23, Part of Section 23 described as follows:

Beginning at the Northeast corner
of Sec. 23; thence S 0 deg. 30' W, 80.01 chains; thence S 87-3/4 deg. W
79.46 chains; thence N70.00 chains to the East
boundary of the old railroad right of way; thence
along the East boundary of the old railroad right of way, N
54-3/4 deg. E, 5.55 chains; thence N 59-3/4 deg. E 6.00
chains; thence N 6/-1/4 deg. E, 4.00 chains; thence N
68 deg. E, 4.00 chains; N 76-1/4 deg. E, 8.70 chains
to a point on the North boundary of Sec. 23; thence East
49.56 chains to the Point of Beginning, less .074 acres in the E2NENE

Tract quitclaimed to Joe and Shirley Sexton.

778.91 Acres

\$1,168.50

Subject to F.S. No Surface Occupancy Stipulation No. 2.

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-118-12/09 ALES 56062 ACQ

Alabama, Covington County, Conecuh N.F.

T1 N, R 14E, St. Stephens Meridian

Sec.1, N2, SW, W2SE.

540.05 Acres

\$811.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-119-12/09 ALES 56063 ACQ

Alabama, Covington County, Conecuh N.F.

T1 N, R 14E, St. Stephens Meridian

Sec.2, NW; SW; S1/2NE; NWNE; N1/2SE

SWSE less and except 7.18 acres
quitclaimed. 1/8 royalty interest in oil and
gas and other minerals outstanding in 3rd
party on S2NE, NWNE, NENW.

537.42 Acres

\$807.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-120-12/09 ALES 56064 ACQ

Alabama, Covington County, Conecuh N.F.

T1 N, R 14E, St. Stephens Meridian

Sec.3, N1/2NE; NW less .46 acres

232.04 Acres

\$349.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-121-12/09 ALES 56065 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec.4, N1/2; N1/2S1/2; SWSE
500.76 Acres
\$751.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-122-12/09 ALES 56066 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 5, N2, SW, SWSE; E2SE.
575.62 Acres
\$864.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-123-12/09 ALES 56067 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 6, All.
630.00 Acres
\$945.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-124-12/09 ALES 56068 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 7, S2NW; W2SW; SE.
321.00 Acres
\$481.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-125-12/09 ALES 56069 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 8, W2NE, SENE less 0.82 acres, W2, N2SE, SESE.
559.88 Acres
\$840.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-126-12/09 ALES 56070 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 9, W2NE; SENE; SW less
4.14 acres being a part of the N2N2SW, E2SE.

356.58 Acres
\$535.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-127-12/09 ALES 56071 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 10, N2, SW, W2SE, NESE less 1.14 acres quitclaimed to
Ralph and Lucile Motley.
598.16 Acres
\$898.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-128-12/09 ALES 56072 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 11, NW.
160.60 Acres
\$241.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-129-12/09 ALES 56073 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 12, SWNE, NENW, NWSE, SESW.
153.40 Acres
\$231.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-130-12/09 ALES 56074 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec.13, NE, NENW.
193.45 Acres
\$291.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-131-12/09 ALES 56075 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 17, SWNE, S2NW less and except 6.41 acres
quitclaimed.
113.30 Acres
\$171.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-132-12/09 ALES 56076 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 18, W2, N2NE, S2SE less 10.66 acres quitclaimed
to G.L. Worrell.
470.24 Acres
\$706.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-133-12/09 ALES 56077 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 19, NE, SENW, NESW N2SE, SESE.
361.08 Acres
\$543.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-134-12/09 ALES 56078 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 20, NE, SWNW, NWSW, W1/2SE less 1.27 acres in
the SWSE quitclaimed to Carolyn B. Cumbie.
317.97 Acres
\$477.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-135-12/09 ALES 56079 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 21, All.
643.86 Acres
\$966.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-136-12/09 ALES 56080 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 23, NENW, SWSW.
80.45 Acres
\$121.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-137-12/09 ALES 56081 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 26, NWSE.
40.16 Acres
\$61.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-138-12/09 ALES 56082 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 27, N2, SW.

478.50 Acres

\$718.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-139-12/09 ALES 56083 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 28, All.

641.84 Acres

\$963.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-140-12/09 ALES 56084 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 29, NWNE less .084 acres quitclaimed
to Carolyn B. Cumbie, SW, NWSE, S1/2SE.

320.72 Acres

\$481.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-141-12/09 ALES 56085 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 30, NE, E2NW, SWNW, E2SW,
NESE, Less and except Road quitclaimed, W2SE.

480.45 Acres

\$721.50 Rental

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-142-12/09 ALES 56086 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 31, E2; E2W2.

480.00 Acres

\$720.00 Rental

Subject to F.S. Lease Notice Nos. 3 and 4.

ES-143-12/09 ALES 56087 ACQ

Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 32, NE, NWNW, E2SW, SWSW, SE.

480.84 Acres
\$721.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-144-12/09 ALES 56088 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 33, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-145-12/09 ALES 56089 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 34, NW, SW, S2SE.
398.75 Acres
\$598.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-146-12/09 ALES 56090 ACQ
Alabama, Covington County, Conecuh N.F.
T1 N, R 14E, St. Stephens Meridian
Sec. 35, SENE, S2SW, NESE, S2NWSE, SWSE.
220.19 Acres
\$331.50 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-147-12/09 ALES 56091 ACQ
Alabama, Escambia County, Conecuh N.F.
T3 N, R 13E, St. Stephens Meridian
Sec. 34, E2SE.
80.00 Acres
\$120.00 Rental
Subject to F.S. Lease Notice Nos. 3 and 4.

ES-148-12/09 ALES 56092 ACQ
Alabama, Covington County, Conecuh NF
T6N, R24W, Tallahassee Meridian
Sec. 30, Fractional W2.
90.54 Acres
\$136.00 Rental
Subject to F.S. Notice to Lessee No. 3.

National Forests in Alabama

NOTICE TO LESSEE NO. 3

All or part of the leased lands may contain animal or plant species classified under the Endangered Species Act of 1973, as amended. Other species may have been identified as sensitive in accordance with Forest Service Manual 2670 and be listed on the current Regional Forester's List of Sensitive Plant and Animal Species. Further information concerning the classification of these species may be obtained from the authorized Forest Officer.

Exploration and development proposals may be limited or modifications required if activity is planned within the boundaries of a threatened, endangered or sensitive plant or animal species location as it then exists. All activities within these areas must be conducted in accordance with existing laws, regulations and the Forest Land and Resource Management Plan guidelines.

NOTICE TO LESSEE NO. 4

(T1N,R12E, only)

All or part of the leased lands may be classified as wetlands in accordance with Executive Order 11990, "Protection of "Wetlands" or a floodplain in accordance with Executive Order No. 11988, "Floodplain Management." Additional management requirement for the protection of riparian areas are contained in 36 CFR 219.27 (e) and the National Forest Management Act of 1976.

All activities within these areas may require special measure to mitigate adverse impacts to the resource values. They must comply with the above referenced executive orders, regulations, laws and be in accordance with the Forest Land and Resource Management Plan guidelines.

Further information concerning the classification and management of these lands may be obtained from the authorized Forest Officer.

National Forests in Alabama
(T1N,R12E)

NO SURFACE OCCUPANCY STIPULATION

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

Brooks Hines Lake located in Township 1 North,
Range 12 East, Section 22, E1/2 E1/2;
Section 23, All; Section 26, N ½ NW ¼
Section 27, NE ¼

For the purpose of

Meeting the management guidelines of the Land and Resource Management Plan for The National Forests in Alabama.

Any changes to this stipulation will be made in accordance with the lands use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820).

OUACHITA NATIONAL FOREST, ARKANSAS

ES- 149-12/09 ARES 56093 PD

Arkansas, Perry County, Ouachita N.F.
T 3N, R 18W, Fifth Principal Meridian
Sec. 18, N2NE, SENE.
120.00 Acres
\$180.00 Rental
Subject to F.S. Controlled Surface Use Stipulation # 1a
Subject to F.S. Lease Notices No. 3 and 4

ES-150-12/09 ARES 56094 PD

Arkansas, Perry County, Ouachita N.F.
T 3N, R 18W, Fifth Principal Meridian
Sec. 18, SWNE.
50% U.S. Minerals Interest
40.00 Acres
\$60.00 Rental
Subject to F.S. Controlled Surface Use Stipulation # 1a
Subject to F.S. Lease Notices No. 3 and 4

ES-151-12/09 ARES 56095 PD

Arkansas, Perry County, Ouachita N.F.
T 3N, R 18W, Fifth Principal Meridian
Sec. 25, SENE, W2NW, SENW, S2.
480.00 Acres
\$720.00 Rental
Subject to F.S. Lease Notices No. 3 and 4

ES-152-12/09 ARES 56096 PD

Arkansas, Perry County, Ouachita N.F.
T 3N, R 18W, Fifth Principal Meridian
Sec. 26, NE, S2SW, SE.
400.00 Acres
\$600.00 Rental
Subject to F.S. Lease Notices No. 3 and 4

ES-153-12/09 ARES 56097 PD

Arkansas, Perry County, Ouachita N.F.
T 3N, R 18W, Fifth Principal Meridian
Sec. 27, NWSW, N2SWSW, SESWSW, SESW, W2SE, SESE.
230.00 Acres
\$345.00 Rental
Subject to F.S. Lease Notices No. 3 and 4

ES-154-12/09 ARES 56098 PD

Arkansas, Perry County, Ouachita N.F.
T 3N, R 18W, Fifth Principal Meridian
Sec. 34, NE, NENW, N2SE, E2SE, SWSE, SE.
410.00 Acres
\$615.00 Rental
Subject to F.S. Lease Notices No. 3 and 4

ES-155-12/09 ARES 56099 PD

Arkansas, Perry County, Ouachita N.F.
T 3N, R 18W, Fifth Principal Meridian
Sec. 35, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Lease Notices No. 3 and 4

ES-156-12/09 ARES 56100 PD

Arkansas, Perry County, Ouachita N.F.
T 3N, R 18W, Fifth Principal Meridian
Sec. 36, N2NE, W2SE, SESE.
200.00 Acres
\$300.00 Rental
Subject to F.S. Lease Notices No. 3 and 4

ES-157-12/09 ARES 56101 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 1, All.
642.00 Acres
\$963.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-158-12/09 ARES 56102 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 2, fr. SENW (40.43); S2NE, S2, NENE.
481.01 Acres
\$723.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-159-12/09 ARES 56103 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 3, S2;
320.00 Acres
\$480.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-160-12/09 ARES 56104 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 4, SWSW, S2NESW, NWSW, S2SE.
Sec. 5, fr. S2NE; (79.44); S2.
579.44 Acres
\$870.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1a.
Subject to F.S. Lease Nos. 3 and 4.

ES-161-12/09 ARES 56105 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 7, All.
755.01 Acres
\$1134.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1a.
Subject to F.S. Lease Nos. 3 and 4.

ES-162-12/09 ARES 56106 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 8, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1a.
Subject to F.S. Lease Nos. 3 and 4.

ES-163-12/09 ARES 56107 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 9, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1a.
Subject to F.S. Lease Nos. 3 and 4.

ES-164-12/09 ARES 56108 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 10, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-165-12/09 ARES 56109 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 11, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-166-12/09 ARES 56110 ACQ
Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 12, N2, SW, E2SE.
560.00 Acres
\$840.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-167-12/09 ARES 56111 ACQ
Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 13, S2NW, SWNE, E2SW, W2SE, SESE;
Sec. 14, N2N2, SE.
640.00 Acres
\$960.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-168-12/09 ARES 56112 ACQ
Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 15, NE, N2NW, N2SWNW, N1/4SENW.
270.00 Acres
\$405.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-169-12/09 ARES 56113 ACQ
Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 16, N2N2, N3/4SWNW, N-5/8SENW, N-5/8SWNE, N2SENE.
260.00 Acres
\$390.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1a.
Subject to F.S. Lease Nos. 3 and 4.

ES-170-12/09 ARES 56114 ACQ
Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 17, N2.
320.00 Acres
480.00 Rental
Subject to F.S. Controlled Surface Use Stipulation #1a.

Subject to F.S. Lease Nos. 3 and 4.

ES-171-12/09 ARES 56115 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 18, fr. NW (214.17), fr. N2SW (105.84).
320.01 Acres
481.50 Rental
Subject to F.S. Controlled Surface Use Stipulation #1a.
Subject to F.S. Lease Nos. 3 and 4.

ES-172-12/09 ARES 56116 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 22, NW, Tract 2524 in NE (157.72), N2SW, NWSE.
437.72 Acres
\$657.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-173-12/09 ARES 56117 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 23, SW;
Sec. 24, S2NE, N2SE, S2S2.
480.00 Acres
\$720.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-174-12/09 ARES 56118 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 25, NENW, N2NE, SWNE;
Sec. 26, NW, N2SW.
400.00 Acres
\$600.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-175-12/09 ARES 56119 ACQ

Arkansas, Perry County, Ouachita N.F.
T3N, R18W, Fifth Principal Meridian
Sec. 27, NESW;
Sec. 36, W2, S2NE, NESE.
480.00 Acres
\$720.00 Rental
Subject to F.S. Lease Nos. 3 and 4.

ES-176-12/09 ARES 56120 PD

Arkansas, Yell County, Ouachita N.F.
T 4N, R 23W, Fifth Principal Meridian
Sec. 11, E2NE.
80.00 Acres
\$120.00 Rental
Subject to F.S. Lease Notices No. 3 and 4.

ES-177-12/09 ARES 56121 PD
Arkansas, Yell County, Ouachita N.F.
T 4N, R 23W, Fifth Principal Meridian
Sec. 19, SESW.
40.00 Acres
\$60.00 Rental
Subject to F.S. Lease Notices No. 3 and 4.

ES-178-12/09 ARES 56122 PD
Arkansas, Yell County, Ouachita N.F.
T 4N, R 23W, Fifth Principal Meridian
Sec. 22, NENE, SWNE, SWSW.
Sec. 23, NWNE
160.00 Acres
\$240.00 Rental
Subject to F.S. Lease Notices No. 3 and 4.

ES-179-12/09 ARES 56123 PD
Arkansas, Yell County, Ouachita N.F.
T 4N, R 23W, Fifth Principal Meridian
Sec. 28, NE, S2NW, W2SW, SESW, NESE.
400.00 Acres
\$600.00 Rental
Subject to F.S. Lease Notices No. 3 and 4.

ES-180-12/09 ARES 56124 PD
Arkansas, Yell County, Ouachita N.F.
T 4N, R 23W, Fifth Principal Meridian
Sec. 29, NENE, S2NE, S2NW, SW.
360.00 Acres
\$540.00 Rental
Subject to F.S. Lease Notices No. 3 and 4.

ES- 181-12/09 ARES 56125 PD
Arkansas, Yell County, Ouachita N.F.
T 4N, R 23W, Fifth Principal Meridian
Sec. 30, SENE, W2, SE.
482.19 Acres
\$724.50 Rental
Subject to F.S. Lease Notices No. 3 and 4.

ES-182-12/09 ARES 56126 PD

Arkansas, Yell County, Ouachita N.F.
T 4N, R 23W, Fifth Principal Meridian
Sec. 31, N2NE, NESW.
129.54 Acres
\$195.00 Rental
Subject to F.S. Lease Notices No. 3 and 4.

ES-183-12/09 ARES 56127 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 10, SE;
Sec. 11, W2NE, W2, SE.
720.00 Acres
\$1,080.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-184-12/09 ARES 56128 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 12, W2, SE.
480.00 Acres
\$720.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-185-12/09 ARES 56129 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 13, W2, S2SE.
400.00 Acres
\$600.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-186-12/09 ARES 56130 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 14, NE, W2, N2SE, SWSE.
600.00 Acres
\$900.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-187-12/09 ARES 56131 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 15, E2, E2NW, W2SW, SESW;
Sec. 16, S2SW, SE;
Sec. 17, That part of Tract A-3134 that lies in the S2SE.
832.80 Acres
\$1,249.50 Rental

Subject to F.S. Notice to Lessee No. 3 & 4.

ES-188-12/09 ARES 56132 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 19, E2, fr. S2NW, NESW, fr. W2SW.
492.06 Acres
\$739.50 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-189-12/09 ARES 56133 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 20, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-190-12/09 ARES 56134 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 21, All.
640.00 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-191-12/09 ARES 56135 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 22, NWNE, SENE, NW, N2SW, SESW, N2SE, SESE.
Sec. 23, N2NW, SWNW, SE.
760.00 Acres
\$1,140.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-192-12/09 ARES 56136 ACQ

Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 24, NENW, NWSW, N2SWSW;
Sec. 25, SWNW;
Sec. 26, NE, SWSW.
340.00 Acres
\$510.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-193-12/09 ARES 56137 ACQ

Arkansas, Yell County, Ouachita NF

T4N, R23W, Fifth Principal Meridian
Sec. 28, N2NW, NESW, NWSE, S2SE;
Sec. 29, NWNE, N2NW, SE;
Sec. 30, N2NE, SWNE.
640.00 Acres
\$960.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-194-12/09 ARES 56138 ACQ
Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 31, S2NE, fr. NW, W2SW, SESW, SE.
548.00 Acres
\$822.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.
Subject to F.S. Controlled Surface Use Stipulation #1.

ES-195-12/09 ARES 56139 ACQ
Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 32, All.
666.48 Acres
\$1,000.50 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

ES-196-12/09 ARES 56140 ACQ
Arkansas, Yell County, Ouachita NF
T4N, R23W, Fifth Principal Meridian
Sec. 33, All.
Sec. 34, NW.
800.00 Acres
\$1,200.00 Rental
Subject to F.S. Notice to Lessee No. 3 & 4.

OUACHITA NATIONAL FOREST
(T3N,R18W)

CONTROLLED SURFACE USE STIPULATION #1a

Surface occupancy or use is subject to the following special operating constraints:

Management Area 21 – Old Growth Restoration: Activities must be conducted in such a manner as to reasonably reduce visibility of the operation and meet visual quality and other Management Area objectives to the extent practical.

CORE AREA – At least ten percent of the suitable acres of each old growth restoration unit is designated as a “core area.” The core area ages and is not subject to artificial regeneration. This acreage changes as stands mature. NSO is applied to “Core Area” Old Growth Restoration.

On the lands described below:

Section 4: S2SW, S2NWSW, W2SWSE, W2SWNESW

Section 5: S2S2, S2N2SE, S2NESW

Section 7: SE, S2NE, NENE, SENW, SESW, E2SWSW, S2NESW

Section 8: ALL

Section 9: NW, W2SW

Section 16: N2

Section 17: E2NE, NWNE, N2N2NW

Section 18: S2SENE, SWNE, NESENW, NENW, SWNWNE, NENWNW

For the purpose of:

To meet Management Area 21 Forest Plan objectives; Ouachita National Forest Revised Forest Plan 9/23/2005, as amended and Final EIS. RFP Design Criteria RS003.

Any changes to this stipulation will be made in accordance with the Ouachita National Forest Land and Resource Management Plan, as amended, and/or the regulatory provisions for such changes. (For guidance on the use of of this stipulation, see BLM Manual 1624 and 3101 or FS manual 1950 and 2820).

OUACHITA NATIONAL FOREST
(T4N, R23W)

CONTROLLED SURFACE USE STIPULATION #1

Surface occupancy or use is subject to the following special operating constraints:

Management Area 21 – Old Growth Restoration: Activities must be conducted in such a manner as to reasonably reduce visibility of the operation and meet visual quality and other Management Area objectives to the extent practical.

CORE AREA – At least ten percent of the suitable acres of each old growth restoration unit is designated as a “core area.” The core area ages and is not subject to artificial regeneration. This acreage changes as stands mature. NSO is applied to “Core Area” Old Growth Restoration.

On the lands described below:

T4N, R23W
Acquired

Section: 31 SWNWNW, W2SWNW, W2NWSW, NWSWSW

For the purpose of:

To meet Management Area 21 Forest Plan objectives; Ouachita National Forest Revised Forest Plan 9/23/2005, as amended and Final EIS. RFP Design Criteria RS003.

Any changes to this stipulation will be made in accordance with the Ouachita National Forest Land and Resource Management Plan, as amended, and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS manual 1950 and 2820).

OUACHITA NATIONAL FOREST, ARKANSAS

LEASE NOTICE #3

All or part of the leased lands may contain animal or plant species classified under the Endangered Species Act of 1973, as amended. Other species may have been identified as sensitive in accordance with Forest Service Manual 2670 and be listed on the current Regional Forester's List of Sensitive Plant and Animal Species. Further information concerning the classification of these species may be obtained from the authorized Forest Officer.

Exploration and development proposals may be limited or modifications required if activity is planned within the boundaries of a threatened, endangered or sensitive plant or animal species location as it then exists. All activities within these areas must be conducted in accordance with existing laws, regulations and the Forest Land and Resource Management Plan guidelines.

LEASE NOTICE #4

All or part of the leased lands may be classified as wetlands in accordance with Executive Order 11990, "Protection of Wetlands" or a floodplain in accordance with Executive Order No. 11988, "Floodplain Management." Additional management requirements for the protection of riparian areas are contained in 36 CFR 219.27(e) and the National Forest Management Act of 1976.

All activities within these areas may require special measures to mitigate adverse impacts to the resource values. They must comply with the above referenced executive orders, regulations, laws and be in accordance with the Forest Land and Resource Management Plan guidelines.

Further information concerning the classification and management of these lands may be obtained from the authorized Forest Officer.

OZARK NATIONAL FOREST, ARKANSAS

ES-197-12/09 ARES 56141 PD

Arkansas, Johnson County, Ozark N.F.
T 11N, R 22W, Fifth Principal Meridian
Sec. 5, N2.

278.20 Acres

\$418.50 Rental

Subject to F.S. Controlled Surface Use Stipulation #1D.

Subject to F.S. Lease Notice No. 3.

ES-198-12/09 ARES 56142 PD

Arkansas, Johnson County, Ozark N.F.
T 11N, R 22W, Fifth Principal Meridian
Sec. 6, SWNW, W2SW.

112.32 Acres

\$169.50 Rental

Subject to F.S. Controlled Surface Use Stipulation #1D.

Subject to F.S. Lease Notice No. 3.

ES-199-12/09 ARES 56143 PD

Arkansas, Johnson County, Ozark N.F.
T 11N, R 22W, Fifth Principal Meridian
Sec. 8, NENE, W2NW.

120.00 Acres

\$180.00 Rental

Subject to F.S. Controlled Surface Use Stipulation #1D.

Subject to F.S. Lease Notice No. 3.

ES-200-12/09 ARES 56144 PD

Arkansas, Johnson County, Ozark N.F.
T 11N, R 22W, Fifth Principal Meridian
Sec. 18, NWSW.

40.00 Acres

\$60.00 Rental

Subject to F.S. Controlled Surface Use Stipulation #1D.

Subject to F.S. Lease Notice No. 3.

ES-201-12/09 ARES 56145 ACQ

Arkansas, Johnson County, Ozark N.F.
T11N, R 22W, Fifth Principal Meridian
Sec. 2, SWNW.

Sec. 3, SENE, E2NESE.

100.00 Acres

\$150.00 Rental

Subject to F.S. Controlled Surface Use Stipulation # 1A.

Subject to F.S. Lease Notice No. 3.

ES-202-12/09 ARES 56146 ACQ

Arkansas, Johnson County, Ozark N.F.

T11N, R 22W, Fifth Principal Meridian
Sec. 20, NWNE.
40.00 Acres
\$60.00 Rental
Subject to F.S. Controlled Surface Use Stipulation # 1.
Subject to F.S. Lease Notice No. 3.

ES-203-12/09 ARES 56147 ACQ
Arkansas, Johnson County, Ozark N.F.
T11N, R 22W, Fifth Principal Meridian
Sec. 7, SESE;
Sec. 8, Part of the NWSW lying west of Rufus Warren Creek;
SWSW less a 3.01 acre exception in the NE corner.
Sec. 18, NE, E2NENW, N2NESE.
518.93 Acres
\$778.50 Rental
Subject to F.S. Controlled Surface Use Stipulation #1
Subject to F.S. Controlled Surface Use Stipulation #1B
Subject to F.S. Lease Notice No. 3.
Future Interest Minerals
(Reservation expires June 2, 2042)

CONTROLLED SURFACE USE STIPULATION #1

Surface occupancy or use is subject to the following special operating constraints.

Activities must be conducted in such a manner as to protect Oak Savannah/Woodland Management Areas.

On the acquired lands described below:

T11N, R22W, Fifth PM

Section 1:	N2, NWSW, NWNESW
Section 2:	SW
Section 3:	SENESE, S2S2
Section 4:	SESW, NESW, S2SE, pt of NWSE
Section 5:	S2
Section 6:	SENE, SESW, S2SE, NESE
Section 7:	ALL
Section 8:	pt of SENE, pt of NESE, pt of W2SW
Section 9:	E2NE, SWNE, NW, S2SW, NESW, SE, pt of NWNE
Section 10:	NWSW, S2SW, SE
Section 11:	W2
Section 14:	N2NW, N2SWNW
Section 15:	E2E2, SWNE, NWNW, W2SW, W2SE, PT NESW
Section 16:	SWNE, N2NW, SENW, NESW, NWSE
Section 17:	N2, E2SW, E2SE, NWSE, S2SWSE
Section 18:	N2, NESW, S2SW, W2SE, NESE
Section 19:	N2, N2S2, SWSW, SESE
Section 20:	N2NE, E2E2, W2
Section 21:	ALL
Section 22:	NESW, W2NWSE
Section 28:	NWNW
Section 29:	NENE, NWNW
Section 30:	NWNW, NWSWNW, N2SENE

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

T11N,R22W, Ozark NF

CONTROLLED SURFACE USE STIPULATION #1A

Surface occupancy or use is subject to the following special operating constraints.

Activities must be conducted in such a manner as to protect the Pine Woodland Management Areas.

On the acquired lands described below:

T11N, R22W, Fifth PM

Section 1:	S2, S2S2N2
Section 2:	SWNW, N2NWSW
Section 3:	N2, NENESE
Section 11:	S2NENW, SENWNW, NESWNW, N2SENE, SESENE
Section 13:	E2, E2W2, SESWSW
Section 14:	NWNE, NENW, SENWNW, SWNW, W2SW, SESW
Section 15:	S2SENE, NESE, W2SESE
Section 21:	SESW, S2S2SE
Section 22:	S2SW, SE
Section 23:	E2SENE, N2NW, SWNW, SWSW, E2SE
Section 25:	ALL
Section 26:	N2SE
Section 27:	NE, E2NW, SWNW, SW, W2SE
Section 28:	N2N2, SENE, SW, W2SE, S2NW
Section 29:	NENE, NWNW, N2S2, S2SE, S2NE
Section 30:	SWNW
Section 31:	NE, N2NW, SENW, N2SW, SWSE, NWSE
Section 32:	NW, SENE, E2SE, SWSE
Section 33:	N2N2, SWNW, W2NW, NESW, W2SE, N2SENE, W2SWNE, SENW
Section 34:	W2NWNE, NENW, S2NW, E2SW, W2W2SE
Section 35:	S2SE, E2W2NW, SENW, N2SW, SESW, S2SE

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

T11N, R22W, Ozark NF

CONTROLLED SURFACE USE STIPULATION #1B

Surface occupancy or use is subject to the following special operating constraints.

Activities must be conducted in such a manner as to protect the inherent ecological processes and functions of the associated aquatic, riparian, and upland components within riparian corridors.

On the acquired lands described below:

T11N, R22W, Fifth PM

Section 2:	S2SW
Section 3:	S2S2, SENESE
Section 4:	NWSWSE, E2SESW, SWSESW
Section 7:	S2SESE
Section 8:	PT SENE, PT W2SW
Section 9:	NWNENW, E2NWNW, SWNWNW, NWSWNW
Section 14:	SESESW
Section 18:	S2NW, W2NE, N2NENE
Section 23:	NENW, SENWNW, SWNW, SWSW
Section 26:	W2NWSE
Section 35:	N2SENE

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

CONTROLLED SURFACE USE STIPULATION #1D

OZARK (AR)

Surface occupancy or use is subject to the following special operating constraints.

Activities must be conducted in such a manner as to protect Oak Savannah/Woodland Management Areas.

On the public domain lands described below:

T11N, R22W, Fifth PM

Section 3:	N2SW, NWSE
Section 4:	SWNW, SWSW
Section 5:	N2
Section 6:	SWNW, W2SW
Section 8:	NENE, W2NW
Section 10:	NW, NESW, N2NE, SENE
Section 18:	NWSW, SESE
Section 20:	SWNE
Section 22:	NENE, S2N2, NWSW

For the purpose of:

Meeting the Forest Management Direction of Chapter 2, pages 30-31 of the Ozark-St. Francis National Forests Land & Resource Management Plan effective January 2006.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes.

Arkansas and Louisiana Parcels (nonForest Minerals)

ES-204-12/09 ARES 56148 PD

Arkansas, Johnson County, BLM
T 11N, R22W, Fifth Principal Meridian
Sec. 34, NENE lying West of the centerline of Hwy 123,
and SENE.
60.30 Acres
\$90.50 Rental
Subject to BLM Special Stipulations.
Subject to Lease Notice.

ES-205-12/09 ARES 56149 ACQ

Arkansas, Yell County, COE
T5N, R25W, Fifth Principal Meridian
Sec. 20, NWNW, N2NESWNW.
45.00 Acres
\$67.50 Rental
Subject to BLM Lease Notices and Stipulations.
Subject to COE Special Stipulations.
Subject to COE Standard Surface Requirements.

ES-206-12/09 ARES 56150 ACQ

Arkansas, Yell County, COE
T5N, R25W, Fifth Principal Meridian
Sec. 19, N2N2.
160.00 Acres
\$240.00 Rental
Subject to BLM Lease Notices and Stipulations.
Subject to COE Special Stipulations.
Subject to COE Standard Surface Requirements.

ES-207-12/09 ARES 56151 ACQ

Arkansas, Logan County, COE
T5N, R26W, Fifth Principal Meridian
Sec. 24, N2SE.
T5N, R27W, Fifth Principal Meridian
Sec. 12, SENW.
120.00 Acres
\$180.00 Rental
Subject to BLM Lease Notices and Stipulations.
Subject to COE Special Stipulations.
Subject to COE Standard Surface Requirements.

ES-208-12/09 LAES 56152 PD

Louisiana, DeSoto Parish, BLM
T12N, R12W, Louisiana Meridian
Sec. 10, SENW, SWNE.
80.02 Acres
\$121.50 Rental
Subject to BLM Special Stipulations and Lease Notice

ES-209-12/09 LAES 56153 PD
Louisiana, Red River Parish, BLM
T14N, R10W, Louisiana Meridian
Sec. 14, S2NE;
Sec. 8, Lot 6 (2.16 acres);
82.16 Acres
\$124.50 Rental
Subject to BLM Special Stipulations and Lease Notice

ES-210-12/09 LAES 56154 PD
Louisiana, Caddo Parish, BLM
T16N, R14W, Louisiana Meridian
Sec. 30, NESE;
40.00 Acres
\$60.00 Rental
Subject to BLM Special Stipulations and Lease Notice

ES-211-12/09 LAES 56155 PD
Louisiana, Caddo Parish, BLM
T16N, R16W, Louisiana Meridian
Sec. 24, NESE;
40.00 Acres
\$60.00 Rental
Subject to BLM Special Stipulations and Lease Notice

ES-212-12/09 LAES 56156 PD
Louisiana, Bienville Parish, BLM
T16N, R10W, Louisiana Meridian
Sec. 22, NWSE.
40.00 Acres
\$60.00 Rental
Subject to BLM Special Stipulations and Lease Notice

(Parcel Nos. ES-204, ES-208 thru ES-212)

BLM Lease Notices

1. Should the oil or gas be developed at this site, all open vent stack equipment, such as heater-treaters, separators, and dehydrator units, will be designed and constructed to prevent birds and bats from entering or nesting in or on such units, and to the extent practical, to discourage birds from perching on the stacks. Installing cone-shaped mesh covers on all open vents is one suggested method. Flat mesh covers are not expected to discourage perching and will not be acceptable.
2. To reduce the potential to spread invasive, non-native plants, the operator will be encouraged to use native and/or noninvasive cover plants in seeding mixtures to stabilize disturbed areas and during restoration activities. Final seed mixtures will be formulated in consultation with the private land owner or surface managing agency.
3. To protect perch and roosting sites and terrestrial habitats for and to avoid potential impacts to migratory birds and federally listed wildlife:

Any reserve pit not closed within 10 days after a well is completed and which contains water must be netted, covered with floating balls, or use other methods to exclude migratory birds.

Maximum design speed on all operator-constructed and maintained (non-public) roads shall not exceed 25 miles per hour to minimize the chance of a collision with migratory birds or other listed wildlife species.

All power lines would be built to protect raptors and other migratory birds, including bald eagles, from accidental electrocution using methods detailed by the Avian Power Line Interaction Committee (1996).

4. To avoid or minimize the possibility of the unintentional take of migratory birds during periods of concentrated nesting activity and to provide long-term benefits and improved vegetation community condition:

BLM or other qualified personnel may be required to identify suitable migratory bird nesting habitat within the project site. Opportunities should be evaluated to shift disturbance away from high value migratory bird nesting or foraging habitats, or to replace habitat on or off site.

A Timing Limitation may be imposed on use authorizations to mitigate large-scale vegetative disturbing activities during the primary portion of the nesting season. Dates could be adjusted for the species and environmental conditions.

(Parcel Nos. ES-204, ES-208 thru ES-212)

BLM Special Stipulations

Stipulations for proposed drill location

Listed Species:

Areas used to develop the lease may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. 1531 *et seq.*, including completion of any required procedure for conference or consultation.

Modification: None

Exception: None

Waiver: None

Cultural Resources and Tribal Consultation Stipulation:

Stipulation: This lease may be found to contain historic properties and/or resources protected under the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, E.O. 13007, or other statutes and executive orders. The BLM will not approve any ground disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. *These obligations may include a requirement that you provide a cultural resources survey conducted by a professional archaeologist.* The BLM may require modification to exploration or development proposals to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized or mitigated.

Modification: None

Exemptions: None

Waiver: None

Special Status Freshwater Aquatic Species:

To protect the water quality of watersheds and natural stream substrate and morphology supporting federally listed species and their host species, no surface disturbing activities, including discharges, shall be permitted within 250 feet of a river, stream, or tributary that provides suitable habitat for special status species.

Modification: In areas where the slope is less than 10% the buffer may be reduced to 100 feet if the adjacent waterway has been surveyed from 100 yards upstream to 300 yards downstream of the site, and results document the lack of suitable/occupied habitat for special status species within the mixing zone downstream of the project, as determined to by BLM and USFWS.

Modification: The buffer may be extended if the intervening slope exceeds 10%.

Exception: An exception may be granted if the operator agrees to implement measures developed in consultation with USFWS and in coordination with state agencies.

Waiver: The stipulation may be waived if it is determined that the areas used to develop the lease would have no hydrological connection to habitat of sensitive aquatic species.

Special Status Plants:

To protect special status sensitive plant species, all viable special status plant species habitats will be identified during environmental review of the proposed surface activity. If field examination indicates suitable habitat, BLM will require the applicant to conduct a survey by a qualified botanist for special status plants. Based on that survey, BLM will determine whether or not the species/would be affected by the proposed activity. If the species would be affected, consultation with USFWS or the appropriate state agency would be required.

Exception: An exception may be granted if the operator agrees to implement measures developed in consultation with the USFWS and in coordination with state agencies.

(Parcel Nos. ES-205 thru ES-207)

BLM Stipulations (for proposed drill location)

Listed Species

Areas used to develop the lease may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. 1531 et seq., including completion of any required procedure for conference or consultation.

Modification: None

Exception: None

Waiver: None

Cultural Resources and Tribal Consultation Stipulation

Stipulation: This lease may be found to contain historic properties and/or resources protected under the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, E.O. 13007, or other statutes and executive orders. The BLM will not approve any ground disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. These obligations may include a requirement that you provide a cultural resources survey conducted by a professional archaeologist. The BLM may require modification to exploration or development proposals to protect such properties, or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized or mitigated.

Modification: None

Exemptions: None

Waiver: None

Freshwater Aquatic Habitat

Stipulation(NSO: No surface occupancy or disturbance, including discharges, are permitted within 250 feet of a river, stream, wetland spring, headwaters, wet meadows, wet pine savannas, pond, tributary, lake, coastal slough, sand bars, vernal pools on granite outcrops, calcareous seepage marshes or small, marshy calcareous

streams. If the slope exceeds 10%, the buffer may be extended up to 600 feet to provide adequate protection for aquatic habitats and associated species.

Objective: To protect water quality of watersheds and natural stream substrate and morphology and to avoid potential impacts to federal and state-listed aquatic species.

Exception: An exception may be granted if the operator agrees to 1) span creeks and floodplains by attaching pipelines to bridges or 2) directionally drill under creeks, rivers, and other waters supporting listed species, 3) implement other measures developed in consultation with USFWS and coordination with state agencies.

Modification: The buffer may be reduced if the adjacent waterway has been surveyed for 100 yards upstream and 300 yards downstream of the site, and results document the lack of suitable/occupied habitat for special status species within the mixing zone downstream of the project, as determined by BLM and USFWS.

Waiver: The stipulations may be waived if it is determined that the lease area has no hydrological connection to habitat of sensitive aquatic species.

Special Status Plants

Stipulation (Controlled Surface Use: All suitable special status plant species habitat will be identified during environmental review of any proposed surface use activity. If field examination indicates that habitat of one or more of these species is present, BLM will require a survey by a qualified botanist for special status plants during time periods appropriate to each species. Operations will not be allowed in areas where sensitive plants would be affected.

Objective: To protect threatened, endangered, candidate, proposed, and BLM Sensitive Plant Species.

Exception: An exception may be granted if the operator agrees to implement measures developed in consultation with USFWS and coordination with state agencies.

Modification: The stipulation may be modified if it is determined that a portion of the lease area does not support sensitive plant species.

Waiver: The stipulation may be waived if it is determined that the lease area does not support sensitive plant species.

Disposal of Produced Water

Stipulation: Produced water will be disposed of through reinjection.

Objective: To protect aquatic habitats and to avoid potential impacts to federally listed fish, mussels, turtles and snails.

Modification: Produced waters may be released into an impounded reservoir if there is documentation that the site and mixing zone do not support federally listed species

Modification: Produced waters may be released into a stream/river, if the mixing zone of the discharge point and the immediate downstream stream segment has been recently surveyed and lacks federally listed species,

or the applicant conducts approved surveys that document the absence of federally listed species. Applicant should be aware that some species can only be surveyed during certain times of year.

Modification: Produced waters may be released into a stream/river if the applicant can document that the produced waters would not adversely affect federally listed species. Water quality tests would be conducted on stream segment(s) or other locations proposed as discharge points, volumes to be released (to calculate the mixing zone downstream and potential effects), any settling ponds or other treatments proposed to improve wastewater quality, any monitoring proposed, and available information on general CBM effluent characteristics (from published or unpublished literature). Information on timing of the releases in relation to low water and other planned BMPs would also be required. Testing would include analysis of the mixing zone for COD, conductivity, TSS, As, Hg, Se, and PAHs. Calculations would be based on State standards (or Federal CCC criteria for protection of freshwater aquatic life when the State has not determined a mixing zone for these parameters).

Lease Notices

1. Should the oil or gas be developed at this site, all open vent stack equipment, such as heater-treaters, separators, and dehydrator units, will be designed and constructed to prevent birds and bats from entering or nesting in or on such units, and to the extent practical, to discourage birds from perching on the stacks. Installing cone-shaped mesh covers on all open vents is one suggested method. Flat mesh covers are not expected to discourage perching and will not be acceptable.

2. To reduce the potential to spread invasive, non-native plants, the operator will be encouraged to use native and/or noninvasive cover plants in seeding mixtures to stabilize disturbed areas and during restoration activities. Final seed mixtures will be formulated in consultation with the private land owner or surface managing agency.

3. To protect perch and roosting sites and terrestrial habitats for and to avoid potential impacts to migratory birds and federally listed wildlife:

Any reserve pit not closed within 10 days after a well is completed and which contains water must be netted, covered with floating balls, or use other methods to exclude migratory birds.

Maximum design speed on all operator-constructed and maintained (non-public) roads shall not exceed 25 miles per hour to minimize the chance of a collision with migratory birds or other listed wildlife species.

All power lines would be built to protect raptors and other migratory birds, including bald eagles, from accidental electrocution using methods detailed by the Avian Power Line Interaction Committee (1996).

4. To avoid or minimize the possibility of the unintentional take of migratory birds during periods of concentrated nesting activity and to provide long-term benefits and improved vegetation community condition:

BLM or other qualified personnel may be required to identify suitable migratory bird nesting habitat within the project site. Opportunities should be evaluated to shift disturbance away from high value migratory bird nesting or foraging habitats, or to replace habitat on or offsite.

A Timing Limitation may be imposed on use authorizations to mitigate large-scale vegetative disturbing activities during the primary portion of the nesting season. Dates could be adjusted for the species and environmental conditions.

(Parcel Nos. ES-205 thru 207)

CORPS OF ENGINEERS STIPULATIONS

1. That all rights under the lease are subordinate to the rights of the United States to flood and submerge the lands, permanently or intermittently, in connection with the operation and maintenance of projects under the jurisdiction of the Corps of Engineers.
2. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use an operation of the said premises, or for damages to the property of the lessee, or for injuries to the person of the lessee (if an individual), or for damages to the property or injuries to the person of the lessees officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of anyone of them, arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities, and the lessee shall hold the United States harmless from any and all such claims.
3. That the work performed by the lessee on the lands shall be under the general supervision of the District Engineer, Little Rock District, Corps of Engineers, Little Rock, Arkansas, and subject to such conditions and regulations as may be prescribed by him, and the plans and location for all structures, appurtenances thereto, and work on said lands shall be submitted to the said District Engineer for approval in advance of commencement of any work on said lands. The District Engineer, or his representative, shall have the right to enter on the premises at any time to inspect both-the installation and operational activities of the lessee.
4. That no structure or appurtenances thereto shall be of a material or construction determined to create floatable debris.
5. That, in conducting activities on the leased property, the lessee shall comply with all State, Federal, and local laws and codes in regard to air pollution and solid waste disposal.
6. That the lessee shall not encroach upon nor interfere with any areas dedicated to public use activities in the reservoir. The lessee's operations shall not be permitted to create a nuisance to, or to produce detrimental effects on, the public use areas or on the activities of the public and of the concessionaires thereon by reason of the proximity of any structures or installations of the lessees to such public use areas.
7. That the United States reserves the right to use the land jointly with the lessee in connection with the construction, operation, and maintenance of the project, together with leasing for agricultural and grazing purposes and other out grants, and to place improvements thereon and to remove materials there-from, including sand, gravel, and other construction materials as may be necessary in connection with such work, and the lessee shall not interfere in any manner with such work or do any act which may increase the cost of performing such work. If the cost of the work performed by the Government at and in connection with the project, including work performed on lands outside the property included in the lease, is made more expensive by reason of improvements constructed on the leased property by the lessee, the lessee shall pay to the United States money

in an amount, as estimated by the Chief of Engineers, sufficient to compensate for the additional expense involved.

8. That, if portions of the lands involved in this lease are situated below the top of the flood control pool lessee should provide for capping of open well holes during periods of inundation.

9. That it is understood and agreed that the lessee will perform restoration of any areas damaged by drilling operations to the satisfaction of the District Engineer or his representative.

10. That the project Resident Engineer/Manager shall be notified of the location and date of any drilling to be performed. The final approval on the location and alignment of any access roads into the lease area must be granted by the District Engineer or his representative.

11. That no drilling or any other exploration or development activities will be permitted within the limits of a developed or future park or the Corps of Engineers administrative office area. If roads within a park area are used by lessee for ingress to or egress from the leased area, said roads shall be maintained and repaired by lessee to the satisfaction of the Resident Engineer/Manager. All areas within 2,000 feet of any major structure, including but not limited to the dam, spillway, or embankment, are restricted areas. The lessee, his operators, agents, or employees shall not utilize the surface of restricted areas for any purpose. Drilling operations in, on, or under the restricted areas, including drilling outside of the restricted areas which would cause a bore hole to be under the restricted areas, will not be permitted. The restricted areas are included in the lease for the sole purpose of becoming a part of a drilling unit, so that the United States will share in the royalty of the unit. 12. That, if during lease operations, lessee plans to construct any structure or place any fill or pollutant material below the ordinary high water mark elevation, a Section 10 and/or Section 404 Department of the Army permit must be obtained from the District Engineer before the work is commenced.

13. Platform drilling over water areas is prohibited.

14. The Resident Manager and District Engineer will be notified in writing before any equipment is moved onto a drill location and before any clearing or site preparation is begun. The exact location of all proposed drill locations will be made known to the District Engineer 15 days before the site is disturbed in any way.

15. That the lessee agrees to pay the Government or tenant of the Government, as the case may be, for damages or injury to livestock, crops, forage, trees, pipelines, buildings, or other real property or improvements belonging to either the Government or said tenant on the leased land.

16. A site preparation and vegetation removal plan must be submitted to the District Engineer for approval 7 days prior to moving onto the site. The numbers, locations, size, and species of trees to be removed for access roads and work areas must be shown. Method of disposal of vegetation must be approved. Size of sumps and a general equipment layout must be shown. A description of the methods to be used during site preparation and sump or pond construction to minimize or eliminate turbidity in the lake caused by runoff from the construction site will be included.

17. Sump or pond size and construction will be adequate to contain all drill cutting, drilling mud and other debris from the drilling operation. Dikes will be constructed So as to preclude breaching during heavy inflows from torrential rains or other sources.

18. If internal combustion engines are used, such as diesel generators, light planes, trucks, etc., they will be equipped with proper mufflers at all times, and waste products from their operation, such as used oil from oil changes and filters, will be disposed of properly as required by State and Federal laws.
19. Any waste water from the drilling operation will meet Arkansas Department of Environmental Quality requirements on water quality before it is discharged into the lake.
20. The route for any pipeline or collection system must be submitted to the District Engineer for approval 60 days before any work begins. Any structure or piping system remaining at the site upon completion of drilling must have the approval of the District Engineer.
21. After the drilling operation is completed, all equipment and debris, such as old cable, cans, and steel plates, must be removed from the site and the ground leveled. Drill cuttings, drill mud, and other wastes will be disposed of off of Government property and all ponds, slush pits, and similar facilities will be filled, leveled, and otherwise restored as closely as possible to the original condition of the property. All nonproductive wells will be plugged with cement in a manner approved by the Arkansas Oil and Gas Commission.
22. All disturbed areas, after leveling, will be seeded with an adaptive ground cover, and trees and flowering shrubs native to the area will be planted over the area, as required by the District Engineer. The seed will be protected by mulching, or other satisfactory methods, until a vegetative cover is established.
23. That within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air ground and water. The lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
24. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the lessee shall obtain permission as may be necessary on account of any other existing rights. It is further understood that the Government does not warrant title or the accuracy of the descriptions provided in the lease.
25. A copy of the pre-lease site-specific Supplement to the Southern States Regional Oil and Gas EAR No. 61-923-5-30, the Protective Stipulations, and a signed copy of the Finding of No Significant Impact (FONSI), prepared for the Bureau of Land Management (BLM), should be furnished to the District Engineer, U.S. Army Engineer District, Little Rock, Arkansas.

(Parcel Nos. ES-205 thru 207)

**(COE) STANDARD SURFACE REQUIREMENTS
MINERAL EXPLORATION AND RECOVERY ON FEE LANDS**

- a. As determined by the District Engineer or his authorized representative, the Grantee will be required to post a cash deposit or performance bond prior to granting approval of the drilling request.
- b. The Grantee shall obtain all necessary permits prior to beginning work and that, in conducting activities on the leased property, the Grantee shall comply with all Federal, State, and local laws and codes in regard to environmental protection.
- c. The perimeter of the drill site and access road will be surveyed and flagged by the Grantee. The Grantee shall not cut any trees without prior approval of the District Engineer or his authorized representative. All timber will be disposed of to the satisfaction of the District Engineer or his authorized representative.
- d. An on-site meeting with representatives of the Grantee, the construction contractor, and the District Engineer or his authorized representative shall be held not less than two (2) weeks prior to beginning construction on project land.
- e. The blooie/reserve pit will be built so that no surface runoff from outside the wall of the pit enters the pit. Water shall never be allowed to fill the pit any higher than within two vertical feet of the lowest point of the wall.
- f. The blooie/reserve pit must be lined with a liner approved of by the Arkansas Department of Pollution Control and Ecology (ADEQ), and the liner must be removed from the pit and disposed of in accordance with ADEQ regulations.
- g. The grantee shall ensure that all drilling fluids are removed from the reserve pit and disposed of at a site approved by ADEQ; that after drilling fluids in the reserve pit are tested using Method 1311, Toxic Characteristics Leachate Process, required by the Environmental Protection Agency to analyze the solidification of the reserve pit, the grantee will send a copy of the results to Corps of Engineers, ATTN: Chief, Real Estate Division, P.O. Box 867, Little Rock, Arkansas 72203-0867. Upon receipt of the analysis, the grantee will be contacted about restoring the reserve pit.
- h. The road width will be determined on case by case basis. Waterbars, culverts, and drainage ditches should be constructed as necessary along the access road. The access road should parallel the project boundary. Traffic control devices and road construction materials will be approved to the satisfaction of the District Engineer or his authorized representative. If the well is a producing well the entire length of the road shall be SB2 or equivalent.
- i. Any Government boundary monuments or posts, if disturbed or destroyed by road or pad construction, will be replaced or restored to the satisfaction of the District Engineer or his authorized representative.
- j. Precautions should be taken to protect all drilling and production equipment from short and long term water inundation. An evacuation plan should be developed for evacuating the site and removing equipment and the drilling fluids from the reserve pit in the event of inundation.

k. Water for the drilling operation shall not be taken from project sources without District approval of the applicant's written request.

l. if the well is a producer, the drill pad should be reduced to a minimal size. Care should be given to installing pumping equipment that emits minimal noise. If noise levels are excessive, corrective actions will need to be taken.

m. All wells on Government-owned land must be marked with a sign stating the well name and number and name, address, and telephone number of the Grantee as well as an emergency contact telephone number.

n. In the event the location is abandoned for any reason or the drilling activity results in a non-producer, the well site shall be restored to its approximate original contour within 30 days after abandonment. Reclamation of the site will include removal of the production pad and revegetating of all disturbed areas. The roadway route shall be restored to its original contour and a vehicle barrier may be necessary at a point designated by the District Engineer or his authorized representative. All non-productive wells will be plugged as required in General Rule B of the Arkansas Oil & Gas Commission.

o. The Grantee agrees to complete all restoration requirements pertaining to vegetative ground cover, tree seedlings, fertilizers and survivability rates as prescribed by the District Engineer or his authorized representative.

p. All water intake hose, refuse and debris will be removed from the site upon completion of construction.

g. The Grantee agrees to pay the Government or tenant of the Government, as the case may be, for damages or injury to livestock, crops, forage, trees, pipelines, buildings, or other real property or improvements belonging to either the Government or said tenant on the leased land.

r. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and operation of the said premises, or for damages to the property of the Grantee, or for injuries to the person of the Grantee (if an individual), or for damages to the property or injuries to the person of the Grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of anyone of-them, arising from or incident to the flooding of the said premises by the Government or flooding from any other cause, or arising from or incident to any other Governmental activities, and the Grantee shall hold the United States harmless from any and all such claims.